

1702

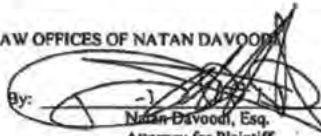
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VI. JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury of all issues so triable.

DATED: June 5, 2017

THE LAW OFFICES OF NATAN DAVOODI

By: 
Natan Davoodi, Esq.
Attorney for Plaintiff

THE LAW OFFICES OF NATAN DAVOODI
3050 JACOBI AVENUE, SUITE 1100
ROSELAND, NJ 07068
(201) 991-0514 T/F | (201) 991-0593 (F)



DECLARATION OF NATAN DAVOODI

I, Natan Davoodi, hereby declare on oath as follows:


1. I am an attorney licensed to practice law in the state of California. I am over the age of 18 years and I have personal knowledge of the matters attested to herein. If called upon to testify, I would and could competently do so.

2. I make this declaration pursuant to California Civil Code section 1780(c) on behalf of my client, Plaintiff [REDACTED]

3. FORD MOTOR COMPANY ("Defendant") is located at One (1) American Road, Detroit, Michigan 48126. Defendant can be served through "C T CORPORATION SYSTEM", its registered agent for service of process in California, located at 818 West Seventh Street, Suite 930, Los Angeles, CA 90017. Defendants operate a business that includes providing sales of FORD motor vehicles and motor vehicle related services to consumers in the State of California.

4. Pursuant to CCP §1782, Plaintiff contacted Defendants prior to the commencement of this action, notifying Defendant and demanding that Defendants correct, repair, replace, or otherwise rectify the goods or services alleged to be in violation of Section 1770. Plaintiff sent notice in writing via certified mail.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this 5th day of June 2017 at Los Angeles, California.

By: 
Natan Davoodi
Attorney for Plaintiff

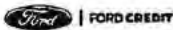
THE LAW OFFICES OF NATAN DAVOODI
3518 WILSON AVENUE
LOS ANGELES, CA 90018
(310) 889-3354 (P) (310) 382-4083 (F)

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EXHIBIT A

CALIFORNIA MOTOR VEHICLE LEASE AGREEMENT



www.fordcredit.com
1-800-727-7000

Lease Date: 03/20/2015

Lessee (and Co-Lessee) - Name and Address (including County):

██████████
██████████ ORANGE

N/A

Lessor - Name and Address:

FAIRWAY FORD SALES, INC
1350 YORBA LINDA BOULEVARD
PLACENTIA, CA 92870

"Finance Company" is Ford Motor Credit Company. The "Holder" is CAB West LLC and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms in this lease and the terms of the Wear Care Addendum if it is attached to this lease.

New/Used/Demo	Mileage at Delivery	Year/Make/Model	Vehicle ID #	Vehicle Use
New	48	2015 Ford Explorer	1F15GK/D84FC ██████████	Personal

THERE IS NO COOLING OFF PERIOD
California law does not provide for a "cooling off" or other cancellation period for Vehicle leases. Therefore, You cannot later cancel this lease simply because You change Your mind, decide the Vehicle costs too much, or when You had secured a different Vehicle. You may cancel this lease only with the agreement of the Lessor or for legal cause, such as fraud.

Agreement to Arbitrate: By signing below You agree that, pursuant to the Arbitration provision on page 6 of this lease, You or we may resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration provision for any additional information concerning the agreement to arbitrate.

Buyer Signs: ██████████

Co-Buyer Signs: A N/A

7. Your monthly payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle is \$30,000.00 and any outstanding prior credit or lease balance (See Item 11) is \$30,000.00. (Such as service contract, insurance, and any outstanding prior credit or lease balance) (See Item 11)

b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, non-cash credit, or cash that you pay that reduces the gross capitalized cost.

c. Adjusted capitalized cost. The amount used in calculating your base monthly payment.

d. Residual value. The value of the Vehicle at the end of the lease used in calculating your base monthly payment.

e. Depreciation and any amortized amounts. The amount charged for the Vehicle's depreciable value through normal use and for other items paid over the lease term.

f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts.

g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge.

h. Lease payments. The number of payments in your lease.

i. Base monthly payment.

j. Monthly sales / use tax.

k. Total monthly payment.

l. Lease term in months.

8. Early Termination. You may have to pay a substantial charge if you and the lessor agree to terminate the lease before the scheduled end of the lease. The actual charge will depend on when the lease is terminated. The greater the charge is likely to be, the earlier you terminate the lease.

9. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of the lease, unless you purchase the Vehicle, you must pay to Lessee \$0.20 per mile for each mile in excess of 30,000 miles shown on the odometer. See Items 2 and 3 and the Wear/Use Addendum II is attached to this lease for additional details and use terms.

10. Extra Mileage Option Credit. At the scheduled end of the lease, you will receive a credit of \$0.25 per unused mile for the number of unused miles between 31,548 and 31,548 miles, less any amount you owe under this lease. You will not receive any credit if the vehicle is destroyed. If you terminate your lease early, except any purchase option, we will decide or the credit is less than \$1.00.

11. Purchase Option at End of Lease Terms. \$21,360.70 plus official fees and taxes is your lease end purchase option price. You may choose to purchase the Vehicle from a party designated by the lessor for the purchase option price plus a purchase option fee of \$3.00. You may choose not to purchase the Vehicle if you are not in default.

Other Important Terms. See your lease documents for additional information on early termination, purchase option and maintenance responsibilities, insurance, fees and default charges, insurance, and any security interests, if applicable.

1. Total	\$ 5,500.00
2. Depreciation and any amortized amounts	N/A
3. Rent charge	N/A
4. Total of base monthly payments	29.00
5. Lease payments	353.76
6. Base monthly payment	N/A
7. Monthly sales / use tax	0.75
8. Total monthly payment	354.51
9. Capitalized cost reduction	0.00
10. Adjusted capitalized cost	30,000.00
11. Residual value	3,000.00
12. Depreciation and any amortized amounts	2,500.00
13. Rent charge	0.00
14. Total of base monthly payments	3,000.00
15. Lease payments	3,000.00
16. Base monthly payment	3,000.00
17. Monthly sales / use tax	0.00
18. Total monthly payment	3,000.00
19. Lease term in months	36
20. Total	3,000.00

1. Amount Due at Lease Signing or Delivery	\$ 5,500.00
2. Monthly Payments	354.51
3. Other Charges	0.00
4. Total of Payments (The amount you will have paid by the end of the lease)	17,024.56

5. Amount Due at Lease Signing or Delivery: \$ 5,500.00

6. How the Amount Due at Lease Signing or Delivery will be paid:

a. Net trade-in allowance: N/A

b. Rebates and non-cash credits: 3,000.00

c. Amount to be paid in cash: 2,500.00

d. N/A: N/A

<p>36. SERVICING AND COLLECTION You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may monitor and record telephone calls regarding your account to ensure the quality of our service or for other reasons. You also expressly consent and agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual dialing methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.</p> <p>37. GENERAL. Except as otherwise provided by the law of the state where you reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth in this lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be good.</p>	<p>38. ELECTRONIC RECORDS AND SIGNATURES AND CONVERSION TO PAPER. You agree to use electronic records and electronic signatures to document this lease. Your electronic signatures will have the same effect as signatures on a paper lease.</p> <p>There will be one authoritative copy of this lease. It will be the electronic copy in a document management system the Creditor designates for storing it.</p> <p>The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signatures on it. It will have the same effect as if you had signed it originally on paper.</p>
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READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY
ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Lessor/Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, 1-800-775-7879 (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fees and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

SIGNATURES AND IMPORTANT NOTICES

You specifically waive the right to keep any residence address confidential as granted by Section 1808.21 of the California Vehicle Code.
You have the right to return the Vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by You.

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessor: _____
By: _____ Title: _____
Co-Lessee: N/A
By: **X C** N/A Title: _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.

(1) Do not sign this lease before You read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this lease; (3) Warning - Unless a charge is included in this lease for public liability or property damage insurance, payment for that coverage is not provided by this lease.

NOTICE: You state that You have been given notice of an assignment of this lease by the Lessor to Holder and a filled-in paper copy of this lease at the time You electronically sign it.

Lessor: _____
By: **X D** _____ Title: _____
Co-Lessee: N/A
By: **X D** N/A Title: _____

Lessor and Lessee are hereby notified that Holder has assigned to CI Exchange, in its capacity as Holder's qualified intermediary, all rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination. Lessor accepts this lease and assigns it to Holder under the terms of the finance or lease plan agreement between Lessor and Finance Company unless otherwise indicated here.

Lessor: FAIRWAY FORD SALES, INC
By: **X E** _____ Title: Internet Manager

EXHIBIT B

Title of Chapter

1. INTRODUCTION

2. THE STATE OF TEXAS

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The following information is provided for your information only. It is not intended to be used as a substitute for professional advice.

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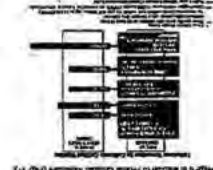
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 The second is the fact that the...
 The third is the fact that the...



This diagram illustrates the...
 The process begins with...
 and concludes with...

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 The second is the fact that the...
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EXHIBIT C

EXHIBIT C

EXHAUST ODOR IN VEHICLE**TSB 14-0130**

FORD:
2011-2015 Explorer

This article supersedes TSB 12-12-4 to update the vehicle model years and Service Procedure.

ISSUE

Some 2011-2015 Explorer vehicles may exhibit an exhaust odor in the vehicle with the auxiliary climate control system on. Customers may indicate the odor smells like sulfur.

ACTION

Follow the Service Procedure steps to correct the condition.

SERVICE PROCEDURE

1. Reprogram the Heating Ventilation Air Conditioning (HVAC) module to the latest calibration using IDS release 91.02 or higher. Calibration files may also be obtained at www.motorcraftservice.com.
 - a. When reprogramming the HVAC, IDS will have additional questions that require a yes response to reprogram the module.
2. Remove the rear bumper cover. Refer to Workshop Manual (WSM), Section 501-19.
3. Replace the left side rear air extractor. (Figure 1)



Figure 1 - Article 14-0130

4. Install the rear bumper cover. Refer to WSM, Section 501-19.
 - a. Apply masking tape around the outer edge of the rear fender moldings to protect the vehicle from damage.
5. Open the liftgate and inspect for the presence of drain valves in the two (2) drain holes on the left and right side of the liftgate. Are the drain valves present? (Figure 2)
 - a. Yes - no further action is required. Repair is complete.
 - b. No - proceed to Step 6.
6. Install a new drain valve in each of the two (2) drain holes on the left and right side of the liftgate. (Figure 2)

NOTE: The information contained in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford, Lincoln, or Mercury dealership to determine whether the bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

TSB 14-0130 (Continued)



Figure 2 - Article 14-0130

7. Raise the vehicle on hoist. Refer to WSM, Section 100-02.
8. Lower and support the rear section of the exhaust system.
9. Clean the areas on the underside of the vehicle where the seam sealer will be applied. (Figures 3-5)

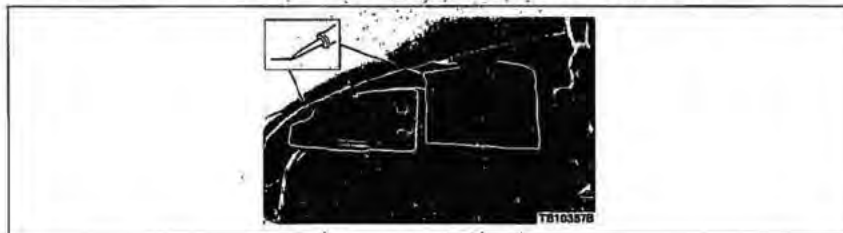


Figure 3 - Article 14-0130

TSB 14-0130 (Continued)



Figure 4 - Article 14-0130



Figure 5 - Article 14-0130

10. Cover the exhaust system and auxiliary climate control drain.
11. Apply a generous amount of Motorcraft® Seam Sealer to rear horizontal sheet metal lap joints on left and right sides of the vehicle, and the rear sheet metal overlap flange across the rear of the vehicle. (Figures 3-5)
12. Spray a generous amount of 3M™ Rubberized Undercoating around the auxiliary air conditioning lines and seam sealer areas. (Figure 6)



Figure 6 - Article 14-0130

13. Install the rear exhaust system.

Obtain Parts Locally	
Part Number	Part Description

TSB 14-0130 (Continued)

(Continued)
 08882 | 3M™ Rubberized Undercoating

PART NUMBER	PART NAME
BB5Z-61280B62-B	Dual Rate Air Extractor
BB5Z-7829164-AA	Wheel Lip Moulding Right Hand
BB5Z-7829165-AA	Wheel lip Moulding Left Hand
4M8Z-54280B62-A	Valve Assembly Auto Drain
TA-2	Motorcraft® Seam Sealer

OPERATION	DESCRIPTION	TIME
140130A	2011-2015 Explorer: Reprogram The HVAC Module, Replace Air Extractors And Both Rear Fender Mouldings (Do Not Use With Any Other Labor Operations)	1.3 Hrs.
140130B	2011-2015 Explorer: Reprogram The HVAC Module, Replace Air Extractors Both Rear Fender Mouldings, Seal The Body And Install Liftgate Drain Valves (Do Not Use With Any Other Labor Operations)	2.0 Hrs.

WARRANTY STATUS:
 Eligible Under Provisions Of New Vehicle Limited Warranty Coverage
 Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

DEALER CODING

BASIC PART NO.	CONDITION CODE
61280B62	07

EXHIBIT D



Fairway Ford

1350 East Yorba Linda Blvd.
Placentia, CA 92870

Operator (714) 524-1200 • Fax (714) 526-5610

B.A.R. Lic. # ARD 004238 www.fairwayford.com E.P.A. # CAD 061-606-437

Direct Lines (714) 576-3367 • (714) 576-3363 • (714) 576-3363
(714) 576-3370 • (714) 576-3371 • Body Shop (714) 576-5581

SERVICE INVOICE



Local Shuttle Service Available

Thank You For Your Business!

FORM 100 (REV. 10/2011)

ADV: 201 LIDIA RADFORD	TO: [REDACTED]	LICENS: [REDACTED]	VIN: [REDACTED]	Page 1 (Last)	INVOICE
Invoice to		Driver/Owner Information			
[REDACTED]					
BRDA, CA		BRDA, CA			
For Office Use			Vehicle Information		
Odometer In: 1916	Out:	Dist: 17A CUS C W	Plate:	15 FORD EXPLORER 4X4 150 4DR SUV	
7 days		Plate #: 00151711			
Begin: 10/17/15	End: 10/25/15	Invoice#: 10/20/15 14:30 TO	Inservice: 05/20/15	Production: 02/15/15	Sold: 05/20/15
Customer Concern					
Concern #8	PERFORM MULTIPOINT VEHICLE REPORT CARD INSPECTION & TIRE PRESSURE CHECK			Operation Tech	Amount
Collection	PERFORMED REPORT CARD INSPECTION & SET PROPER TIRE INFLATION—35 PSI			99¢	141
Type: C	Tech: 141 CARRICO, RONALD			Subtotal	
				TOTAL CHARGE FOR CONCERN	
				0.00	
Summary of Charges for Invoice			Payment Distribution for Invoice		
TOTAL CHARGE 0.00			CASH DUE 0.00		
			TOTAL CHARGE 0.00		
Attention: The following invoice also exist BAR - WARRANTY					
If you have any questions - please see LIDIA RADFORD IF YOU HAVE ANY CONCERNS OR COMMENTS PLEASE CONTACT OUR SERVICE MANAGER: CARLOS BELTRAN 714-576-3574					

DISCLAIMER OF WARRANTY
Any warranties on the product sold hereby are those made by the manufacturer. This dealer is not responsible for any damage, either expressed or implied, including any electrical warranty of merchandise or items for a particular purpose, and the seller neither warrants nor authorizes any other person to make for it any liability in connection with the sale of any product. Any customer concerned hereafter will not apply or be protected by law.

HAZARDOUS WASTE FEE
Removal charge for all hazardous materials removed from your possession. This must be disposed of as a hazardous waste.

(Signed) _____ (Date) _____

Service Department Hours: Monday - Friday 7:00AM - 6:00PM Saturday 8:00AM - 5:00PM Body Shop Hours: Monday - Friday 7:00AM - 6:00PM

FAIRWAY FORD
 YOUR COLLISION REPAIR SPECIALISTS - ALL
 MAKES AND MODELS
 1350 E YORBA LINDA BLVD, PLACENTIA, CA
 92870
 Phone: (714) 579-3881
 FAX: (714) 579-3885

Workfile ID:
 Federal ID:
 State ID:
 Federal EPA:
 State EPA:
 BAR:



Preliminary Estimate

Customer: [REDACTED]

Job Number: [REDACTED]

Written By: CHAD WICKE

Insured:
 Type of Loss:
 Point of Impact:

Policy #:
 Date of Loss:

Claim #:
 Days to Repair: 0

Owner:

Inspection Location:
 FAIRWAY FORD
 1350 E YORBA LINDA BLVD
 PLACENTIA, CA 92870
 Repair Facility
 (714) 579-3881 Business

Insurance Company:
 FORD WARRANTY

BREA, CA

OCT. 26, 2015

VEHICLE

Year: 2015
 Make: FORD
 Model: EXPLORER X2 XLT
 Color: WHITE Int: BLACK

Body Style: 4D SUV
 Engine: 6-3.5L-FI
 Production Date:
 Condition:

VIN: 1FMSK7DB4C
 License:
 State:
 Job #:

Mileage In:
 Mileage Out:
 Vehicle Out:

1916

TRANSMISSION

Automatic Transmission

POWER

Power Steering
 Power Brakes
 Power Windows
 Power Locks
 Power Mirrors
 Heated Mirrors
 Power Driver Seat
 Power Passenger Seat

DECOR

Dual Mirrors
 Privacy Glass
 Console/Storage
 Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers
 Tilt Wheel
 Cruise Control
 Rear Defogger
 Keyless Entry
 Alarm
 Message Center
 Steering Wheel Touch Controls
 Rear Window Wiper
 Telescopic Wheel
 Climate Control
 Dual Air Condition
 Parking Sensors
RADIO
 AM Radio
 FM Radio

Stores

Search/Seek
 CD Player
 Auxiliary Audio Connection
 Satellite Radio
SAFETY
 Drivers Side Air Bag
 Passenger Air Bag
 Anti-Lock Brakes (4)
 4 Wheel Disc Brakes
 Traction Control
 Stability Control
 Front Side Impact Air Bags
 Head/Curtain Air Bags
 Hands Free Device
ROOF
 Luggage/Rear Rack

SEATS

Cloth Seats
 Bucket Seats
 Reclining/Lounge Seats
 3rd Row Seat
 Retractable Seats
WHEELS
 Aluminum/Alloy Wheels
PAINT
 Clear Coat Paint
OTHER
 Fog Lamps
 Rear Spoiler
 Signal Integrated Mirrors
TRUCK
 Rear Step Bumper

Preliminary Estimate

Customer: [REDACTED]

Job Number [REDACTED]

Vehicle: 2015 FORD EXPLORER 4X2 XLT 4D UTV 6-3.5L-FI WHITE

TEARDOWN ESTIMATE:--BY SIGNING BELOW-- I understand that if I choose not to authorize services recommended I WILL BE RESPONSIBLE FOR A \$150.00 disassembly fee and my vehicle will be reassembled within 5 WORKING DAYS of my notification, (if vehicle can be reassembled). I also understand that the damage may prevent vehicle reassembly and vehicle may not be able to be reassembled in condition it was received.

Estimate \$ 0 Authorized by SIGNATURE ON SERVICE KIT [REDACTED]

Date: _____ Time: _____ Phone No. _____
Additional Cost \$ _____ Revised Estimate \$ _____ Reason: _____ Authorized
by _____ Phone No: _____ Date: _____ Time: _____
Additional Cost \$ _____ Revised Estimate \$ _____ Reason: _____ Authorized
by _____ Phone No: _____ Date: _____ Time: _____
Additional Cost \$ _____ Revised Estimate \$ _____ Reason: _____ Authorized
by: _____ Phone: _____ Date: _____ Time: _____

I acknowledge notice and oral approval of an increase in the original estimated price.

X _____
*****ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED*****

X _____ X _____
VEHICLE PICKED UP BY DATE

POWER OF ATTORNEY
THE UNERSIGNED, HEREINAFTER CALLED "INSURED", FOR THE CONSIDERATION OF REPAIRS MADE TO "INSURED'S" * AUTOMOBILE , DOES HERE BY GRANT TO SAID FAIRWAY FORD "INSURED'S" POWER OF ATTORNEY TO SIGN OR ENDORSE ANY CHECKS AND/OR DRAFTS MADE PAYABLE TO "INSURED", AND ANY RELEASES THERETO, AS SETTLEMENT FOR "INSURED'S" CLAIM FOR DAMAGES TO THE ABOVE DESCRIBED AUTOMOBILE.

SIGNED _____ DATE _____

EXHIBIT E

SERVICE & COORDS
Fairway Ford
 1500 East Woodlands Drive
 Pasadena, CA 91106
 (626) 799-8888
 www.fairwayford.com

Service Department Hours: Monday - Friday 9:00AM - 5:00PM
 Saturday 8:00AM - 2:00PM

We are now offering a new financing program with the lowest rates for customers.

Recycled paper incorporated by Volkswagen of America. © 2004 Volkswagen of America.

IN	Tag	Adviser	Address	State	Zip
		387 LINDA AINSFORD	17/65/15	CA	91106
Customer Information					
BRMS, CA					
VEHICLE INFORMATION					
15	2000	BUICK	400 SW 817 PMD 94178	Serial No:	00131731
2.3	LITER	VINYL	V-4	Inspection:	03/12/15
				Inspection:	06/20/15
				Year Spec:	Client: 805978 Date: 10/28/15 Ser: 217 odom: 1976
				Month:	Aug: 14
				Day:	11
				Year:	2000
				Make:	BUICK
				Model:	REGAL
				Color:	BLACK
				Year:	2000
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				Year:	2000
				Make:	BUICK



Fairway Ford

1350 East Yorba Linda Blvd.
Placentia, CA 92870

Operator (714) 526-1200 • Fax (714) 526-5610
D.A.R. Lic. # RD 00275 www.fairway.com E.P.A. # CAD 081-026-037

Driver Lines (714) 579-3300 • (714) 579-3600 • (714) 579-3300
(714) 579-3870 • (714) 579-3871 • BodyShop (714) 579-3881

SERVICE INVOICE



Local Shuttle Service Available

Thank You For Your Business!

DATE: 12/07/15

Adv: ZOT LIDIA RANFORD	To: [REDACTED]	From: [REDACTED]	Invoice # [REDACTED]	Page 1 (Last)	Invoice	
Invoice to [REDACTED]			Driver/Owner Information [REDACTED]			
AREA, CA [REDACTED]			AREA, CA [REDACTED]			
For Office Use			Vehicle Information			
Mileage for 3700	Out:	Dist: 174 WAX C W	Trailer	15 FORD EXPLORER XLT 170 4DR SUV		
3 days			STOCK #	0033121		
Ingr: 12/05/15	Comp: 12/07/15	Invoice: 12/08/15 13:05 TB	Inservic: 06/20/15	Production: 03/12/15	Sold: 04/30/15	
Customer Concern						
Concern # 51	CHECK FOR EXHAUST RATTLE IN PASSENGER COMPARTMENT WHEN ACCELERATING TO 60MPH - FREQUENTLY REPAIRS			Operation	Tech Units	Amount
Cause	TECH			HP	111	0.0
Correction	NO PROBLEM FOUND ← Tech 111 CARROLL POWELL CONCERN CT: 013 Repair Type DL Visit 1			*		
Concern # 52	CHECK OVERHEAD VENT 2ND ROW VELUON MATERIAL COMES OUT WHEN OPEN - FREQUENTLY REPAIRS			Operation	Tech Units	Amount
Cause	TECH			HP	111	0.0
Correction	NO PROBLEM FOUND Tech 111 CARROLL POWELL CONCERN CT: C10 Repair Type DL Visit 1			*		
Summary of Charges for Invoice [REDACTED]			Payment Distribution for Invoice [REDACTED]			
Attention: The following invoices also exist CUS - CUS0808090						
If you have any questions - please see LIDIA RANFORD						
IF YOU HAVE ANY CONCERNS OR COMMENTS PLEASE CONTACT OUR						
SERVICE MANAGER: CARLOS MEXERRA 714-579-3974						

DISCLAIMER OF WARRANTY
Any warranties on the product shall remain the same as those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of such product. Any limitation on remedies herein shall not apply, where prohibited by law.

HAZARDOUS WASTE FEE
 Flammable charge for all hazardous materials returned from your automobile. This must be disposed of as a hazardous waste.

(Sign) Dealer, General Manager, or Authorized Person (Date)

Service Department Hours: Monday - Friday 9:00AM - 5:00PM • Saturday 9:00AM - 2:00PM • Tuesday - Sunday 10:00AM - 6:00PM

EXHIBIT F

EXHIBIT F

SEMI FAX ORDER



Fairway Ford
 1330 East Yuba Linda Blvd.
 Roseville, CA 95770
 Dealer (916) 226-0262 • Fax (916) 226-0218
 www.fairwayford.com



Planned parts requested by customer? Yes No

Request Type	Reason	Planned Quantity	Notes
Date/Time	Phone #	Contacted <input type="checkbox"/> Phone <input type="checkbox"/> Person	By Name of Person Contacted
Date/Time	Phone #	Contacted <input type="checkbox"/> Phone <input type="checkbox"/> Person	By Name of Person Contacted
Date/Time	Phone #	Contacted <input type="checkbox"/> Phone <input type="checkbox"/> Person	By Name of Person Contacted

Service Department Hours: Monday - Friday 7:00AM - 6:00PM

Cardi Cash Accepted Do not allow any other facility to perform any needed repairs or adjustments which the above check book indicates are necessary.

PL	RO	Tag	Advisor	Customer	Vehicle	License	Page
					171 JEFF AVICHOUSER	1FMSK7D84 P0	2
Vehicle: 15 FORD EXPLORER 4DR SUV WHITE License: [REDACTED]							
Additional Information							
Name Verify: Color Code: UG Trim: BL							
RO Information							
Method of Payment							
CUS CUSTOMERPAY CA - CASH DUE							
WAR WARRANTY WL - FAC WARRANTY							
Estimate Information							
CUS CUSTOMERPAY Estimate 46.00							

DISCLAIMER OF WARRANTY
 Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume by any facility in connection with the sale of said product. Any written warranties herein shall not apply where prohibited by law.

Our responsibility for Loss or Damage to Vehicle or Articles left in vehicle in case of fire, theft, or any other cause beyond our control, or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter, is hereby disclaimed. The below repair work to be done along with the necessary materials, and hereby grant you and/or your employees permission to operate the vehicle equipped on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the below vehicle and secures the amount of repair thereon.

Customer's Signature



Quality Parts & Service



Fairway Ford

1350 East Yorba Linda Blvd.
Placentia, CA 92670

Operator (714) 824-1200 - Fax (714) 990-0610

R.A.N. Ltr # A80 06428 www.fairway.com E.P.A. # CAD 087-084-017

Good Lines (714) 876-2007 • (714) 876-8888 •
(714) 876-3870 • (714) 876-2871 • Bodyshop (714) 876-3281

SERVICE INVOICE



Local Shuttle Service Available

Thank You For Your Business!

Addr: 171 JEFF AVICHOUSA	Tag	Licenses	1 FHSK7D81 PGC	Page 1	Invoice																														
<p>Customer: [REDACTED]</p> <p>Vehicle Information: 15 FORD EXPLORER XLT 4DR SUV</p>																																			
Object: 161 12429 ON1	Date: 03/23/17	Invoice: 03/23/17 16:05 TO	Inspection: 03/20/17	Production: 03/12/17	Sold: 06/20/15																														
<p>43 PERFORM "THE WORKS" PACKAGE SPECIAL. PERFORM "THE WORKS" PACKAGE SPECIAL. MOTORCRAFT OIL AND FILTER CHANGE-FLUID TOP-UP-TEST BATTERY-ROTATE FOUR TIRES-INSPECT BRAKE SYSTEM-CHECK BELTS AND HOSES-NOTE: UP TO FIVE QUARTS OF MOTORCRAFT OIL-TAKES AND DISPOSAL FEES EXTRA.</p>	<p>Operation Tech Amount</p> <p>WRKS 162 * 28.00</p>	<p>Parts</p> <table border="1"> <thead> <tr> <th>Part Number</th> <th>Qty</th> <th>Unit</th> <th>Description</th> <th>Price</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>PKC AAYC 6714 X</td> <td>1</td> <td>EA</td> <td>FILTER ASY - OIL</td> <td>6.95</td> <td>6.95</td> </tr> <tr> <td>HLC 30 W20 30P</td> <td>6</td> <td>EA</td> <td>MOTORCRAFT P&E 5W-20</td> <td>3.12</td> <td>18.72</td> </tr> <tr> <td colspan="4">Tech 162 WGR, IRRAL</td> <td></td> <td></td> </tr> <tr> <td colspan="4">Subtotal</td> <td>6.95</td> <td></td> </tr> </tbody> </table>				Part Number	Qty	Unit	Description	Price	Total	PKC AAYC 6714 X	1	EA	FILTER ASY - OIL	6.95	6.95	HLC 30 W20 30P	6	EA	MOTORCRAFT P&E 5W-20	3.12	18.72	Tech 162 WGR, IRRAL						Subtotal				6.95	
Part Number	Qty	Unit	Description	Price	Total																														
PKC AAYC 6714 X	1	EA	FILTER ASY - OIL	6.95	6.95																														
HLC 30 W20 30P	6	EA	MOTORCRAFT P&E 5W-20	3.12	18.72																														
Tech 162 WGR, IRRAL																																			
Subtotal				6.95																															
Type: C	Line Stage: HAS																																		
<p>48 PERFORM MULTIPoint VEHICLE REPORT CARD INSPECTION & TIRE PRESSURE CHECK PERFORMED REPORT CARD INSPECTION & SET PROPER TIRE INFLATION</p>	<p>Operation Tech Amount</p> <p>99P 162 0.00</p> <p>08N 162 0.00</p> <p>0TIR 162 0.00</p> <p>0BATT 162 0.00</p>	<p>Parts</p> <table border="1"> <thead> <tr> <th>Part Number</th> <th>Qty</th> <th>Unit</th> <th>Description</th> <th>Price</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td colspan="4">Tech 162 WGR, IRRAL</td> <td></td> <td></td> </tr> <tr> <td colspan="4">Subtotal</td> <td>0.00</td> <td></td> </tr> </tbody> </table>				Part Number	Qty	Unit	Description	Price	Total	Tech 162 WGR, IRRAL						Subtotal				0.00													
Part Number	Qty	Unit	Description	Price	Total																														
Tech 162 WGR, IRRAL																																			
Subtotal				0.00																															
Type: C	TOTAL CHARGE FOR OCCURR 0.00																																		

DISCLAIMER OF WARRANTY
Any warranty on the product sold hereby and those made by the manufacturer, the seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller further disclaims any other person is assumed for any liability in connection with the sale of said product. Any such other person shall not be liable unless so stated by the manufacturer.

HAZARDOUS WASTE FEE
Some charges for all hazardous materials removed from your automobile that must be disposed of as a hazardous waste.

Signed: _____
Title: General Manager, or Authorized Person

Service Department Hours: Monday - Friday 9:00AM - 6:00PM, Saturday 9:00AM - 5:00PM, Sunday 10:00AM - 5:00PM

DISCLAIMER OF WARRANTY
 Any warranty on this invoice is void if the vehicle is not properly maintained. The dealer is not responsible for any damage to the vehicle caused by the customer's failure to follow the maintenance schedule. The dealer is not responsible for any damage to the vehicle caused by the customer's failure to follow the maintenance schedule. The dealer is not responsible for any damage to the vehicle caused by the customer's failure to follow the maintenance schedule.

REPAIR WORKER: CARLOS BARRERA 714-575-3874
 If you have any questions or concerns please contact CARLOS BARRERA 714-575-3874
 Estimate: \$8.10
 ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.
 RETURN TO: JEFF MICHOUMEN

PAID	48.10	48.10
AMOUNT DUE	48.10	48.10
TOTAL CHARGE	48.10	48.10
TAX	1.95	1.95
SUB-TOTAL	46.15	46.15
LABOR-MECHANICAL	18.00	18.00
HAZARDOUS WASTE CHG	0.44	0.44
PAID-OIL-GREASE	11.72	11.72
PARTS	6.95	6.95
SALES TAX	1.95	1.95
TOTAL CHARGE	48.10	48.10

DATE: 01/17/17 16:05:17
 15 MORE EXPENSES SET FOR FEB 2017
 PAYEE: JEFF MICHOUMEN
 THE LICENSING BOARD

Thank You For Your Business!

Local Shuttle Service Available

Fairway Ford
 1350 East Yorba Linda Blvd
 Placentia, CA 92670
 Operator (714) 524-1205 • Fax (714) 996-6918
 www.fairwayford.com
 E-MAIL: SALES@FAIRWAYFORD.COM

Quality Parts & Service



Service Invoice



Fairway Ford

1350 East York Linda Blvd.
Pleasanton, CA 94570

Operator (714) 596-1828 • Fax (714) 523-8510
www.fairway.com E.R.A. # CA0 301-604-857

Direct Lines (714) 574-4237 • (714) 574-4238 •
(714) 574-2700 • (714) 574-5271 • California 010701020

SERVICE INVOICE



Local Shuttle Service Available

Thank You For Your Business!

Linda O'Connor, Ford

A/F: 171 JEFF APPROVED	Tax	Date	10/27/2017	Page 1 (Last)	Invoice
Invoice to			Driver/Owner Information		
[REDACTED]			[REDACTED]		
[REDACTED]			[REDACTED]		
For Office Use			Vehicle Information		
Printed by: [REDACTED]	Date: [REDACTED]	Invoice: [REDACTED]	Plate: [REDACTED]	Year: [REDACTED]	Model: [REDACTED]
Customer Concern					
Concern: <input checked="" type="checkbox"/> Location: <input checked="" type="checkbox"/> Correction: <input checked="" type="checkbox"/>	CHECK VEHICLE FOR EXHAUST SMOKE COMING FROM MOTOR WHILE DRIVING ON FREEWAY UNDER A LOCAL WIND BLOWING. CUSTOMER WILL RETURN AT LATER DATE.	Description: Tech Units:	Amount:		
	Repairs: [REDACTED] Repair Type: [REDACTED]	[REDACTED] 106 0.0	[REDACTED]		
Summary of Charges for Invoice			Payment Distribution for Invoice		
Attention: The following Invoices also apply: C/S - C/SY: [REDACTED]					
IF YOU HAVE ANY QUESTIONS - PLEASE CALL JEFF APPROVED IF YOU HAVE ANY CONCERNS OR COMPLAINTS PLEASE CONTACT OUR SERVICE MANAGER: DAVID ESCOBAR (714) 574-4237					

DISCLAIMER OF WARRANTY

FAIRWAY FORD AND ITS AFFILIATES MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PARTS OR SERVICES PROVIDED BY FAIRWAY FORD OR ITS AFFILIATES. THE CUSTOMER AGREES TO HOLD FAIRWAY FORD AND ITS AFFILIATES HARMLESS FROM ANY AND ALL SUCH CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST FAIRWAY FORD OR ITS AFFILIATES BY ANY THIRD PARTY. THIS WARRANTY IS VOID WHERE PROHIBITED BY LAW.

WARNING: TOXIC FUEL

AVOID FUEL SYSTEMS THAT ARE NOT APPROVED BY THE MANUFACTURER. THE USE OF UNAPPROVED FUEL SYSTEMS CAN CAUSE DAMAGE TO THE ENGINE AND VOID THE WARRANTY. ALWAYS USE THE CORRECT FUEL TYPE AND GRADE AS SPECIFIED IN THE OWNER'S MANUAL.

10/27/2017 10:27:00 AM
 Invoice # [REDACTED]

08/23/17 16:26:26
Tran # 00205
Shop Code: 20314
Prescription ID: [REDACTED]
Batch: 00021
VISA DEBIT
MID: 00000000000000000000
TID: 0000
Customer Code

Amount: \$ 46.11
Tax: \$ 1.99
Total: \$ 48.10

VISA [REDACTED]
Card Method Code
Sale

RECEIVED FROM [REDACTED]
1000 T. DRIVE FLOOR 0200
MOUNTAIN VIEW, CA 94039
Tel: 415 355 2000
Fax: 415 355 2000

EXHIBIT G



Office of the General Counsel
Phone: 313-322-4586
Fax: 313-845-5355
Email: nrlce@ford.com

Ford Motor Company
World Headquarters
One American Road, Suite 405-A3
Dearborn, MI 48126

Sent Via Email

May 24, 2017

██████████
3580 Wilshire Blvd,
Suite 1260
Los Angeles, CA 90010
(310) 889-4554

RE: ██████████
2015 Ford Explorer

Dear Mr. ██████████:

We are in receipt of your March 30, 2017 correspondence regarding concerns pertaining to the above-mentioned vehicle. *Please note that this correspondence is governed by the protections of California Evidence Code Section 1152.*

Let me first address your CLRA claim. Your correspondence blithely asserts that Ford has somehow violated California Civil Code § 1782(a)(1). You recite the statute but you do not identify any facts supporting your allegations. Instead, the only facts you have cited are those in the repair order history. Importantly, there are no allegations of any specific factual representations regarding the vehicle. Respectfully, just because a vehicle is brought in for warranty repairs does not mean there has been a violation in the CLRA. Accordingly, Ford herein takes the position that the inclusion of a CLRA demand in your form letter was mere rhetoric, and not an actual claim. You are hereby on Notice that Ford does not consider your letter as adequate 30 days' Notice of any CLRA violation. Accordingly, Ford reserves the procedural right to challenge any CLRA claim asserted in any lawsuit by your client. Substantively, Ford reserves the right to seek attorney's fees against your client if such a claim is asserted as there is no substantial justification for any such claim.

As for the remainder of your demand, in the spirit of compromise we have decided to offer \$2,000.00 in total settlement of your client's claim, inclusive of attorney fees and costs.

Thank you for the opportunity to address your client's concerns. I look forward to hearing from you.

Sincerely,

Nicholas W. Rice
Office of the General Counsel



CN18 FL

MORGAN & MORGAN®

Attorneys At Law

SUITE 1100
76 SOUTH LAURA STREET
JACKSONVILLE, FL 32202-3433
(904) 398-2722
FAX: (904) 366-7677
FAX: (904) 366-7678

OGC Lit
Product Claims

JUN - 8 2017

May 26, 2017

SENT VIA FEDERAL EXPRESS TO:

Ford Motor Company
Customer Relationship Center
1 American Road
Dearborn, MI 48126

OGC Lit
Consumer Claims

Tracking No.: [REDACTED]

JUN 12 2017

SENT VIA REGULAR MAIL:

AUTOWAY FORD ST. PETERSBURG
2525 - 34th St. North
Saint Petersburg, FL 33713

Customer: [REDACTED]
Vehicle: 2016 Ford Explorer
VIN: 1FM5K7F89GG [REDACTED]
Dealer: Autoway Ford St. Petersburg

Dear Sir or Madam:

Please be advised that this office represents [REDACTED] regarding her claims against your company pursuant to the federal Magnuson-Moss Warranty Act. [REDACTED] claims stem from her purchase of a 2016 Ford Explorer warranted by your company. Please direct all future contact and correspondence regarding this matter to our office. **Having been formally notified of our representation, you are instructed not to contact our client under any circumstances.** If you fail to act in conformity with this directive, injunctive relief will be sought against you.

www.forthethepeople.com

Additionally, you are hereby notified that any settlement made with our client must include compensation for all statutory and other relief available to a consumer, including attorneys' fees and costs. If you settle directly with our client, and do not make arrangements for payment of fees and costs, we will file suit against you. In addition, you are hereby notified of our attorneys' fees lien in regard to this matter.

My client has retained us with regard to numerous defects and non-conformities present in the subject vehicle, which are still present after numerous unsuccessful repair attempts. These defects and non-conformities include, but are not limited to:

1. Defective transmission;
2. Defective alignment;
3. Constant strong exhaust fumes inside vehicle;
4. Defective AC unit;
5. Defective door seals;
6. All additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

My client's vehicle has already been out of service for more than 30 days as a result of these defects and nonconformities. Accordingly, my client has already given you and your authorized service sales and service providers multiple opportunities to correct the issues with the subject vehicle, but it remains in a defective state.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the subject vehicle. Your failure and/or refusal to repair said defects and non-conformities in accordance with the terms of your warranty, constitutes a breach of warranty entitling my client to recovery. *See Rastaedt v. Mercedes-Benz USA, LLC*, 63 So. 3d 41 (Fla. 4th DCA 2011); *Ocana v. Ford Motor Company*, 992 So. 2d 319 (Fla. 3d DCA 2008); *Zelyony v. Porsche Cars N. Am., Inc.*, 2008 U.S. Dist. LEXIS 31439 (S.D. Fla. 2008).

To the extent that my client has not already placed you on notice, you are hereby notified that your failure to successfully repair the defects and non-conformities in the subject vehicle constitutes a breach of your warranty. The repair history for the subject vehicle clearly shows that you have been unable or unwilling to correct the defect and nonconformities, after being a reasonable opportunity to do so. Accordingly, your warranty has failed of its essential purpose, and my client is entitled to seek any remedy available at law. *See Frank Griffin Volkswagen, Inc.*

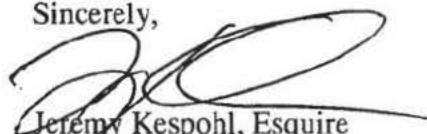
v. Smith, 610 So. 2d 597 (Fla. 1st DCA 1992); *Burns v. DaimlerChrysler*, 914 So.2d 451 (Fla. 4th DCA 2006).

Pursuant to Uniform Commercial Code § 2-711(3), my client has a security interest in the vehicle for return of the amounts described herein, plus expenses in handling and inspecting the subject vehicle. Unless you agree to repurchase my client's vehicle, and return all payments made by my client, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the subject vehicle will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §9-503 and §9-507, as well as any other applicable state and federal remedies.

It is my client's contention that you have already been provided with sufficient opportunities to cure the breach of warranty. However, if you are interested in making an additional attempt to cure the breach of warranty, my client has authorized me to demand that you repurchase the subject vehicle and pay \$2,000.00 for my client's attorneys' fees and costs in order to resolve this matter. My client will also agree to execute a mutually agreed upon release agreement as a condition of settlement.

If I do not hear from you within ten (10) days of your receipt of this correspondence, I will presume you are uninterested in making any further attempts to cure the breach of warranty and/or otherwise attempting to resolve this matter, and we will proceed with litigation. Thank you for your time and attention to this matter, and I look forward to the receipt of your prompt responses.

Sincerely,



Jeremy Keswohl, Esquire
Morgan & Morgan

Please Respond To:

Karie Salvi
Case Manager to Jeremy Keswohl
ksalvi@forthepeople.com
(904) 361-4436 Direct Line
(904) 361-4321 Facsimile

ress

00047

00052

10860

fedex.com 1800.fedex 1800.463.3339

06505022

FedEx Package **US Airbill**
Express

8115 8930 5258

1 From 7/26/17 Date 703 51 111 Phone

Sender's Name EMMY KAPRIS

Company ADRIAN S. PIZZANI

Address 75 S LAURA ST STE 1100

City JACKSONVILLE State FL Zip 32209-5413

2 Your Internal Billing Reference # 750067

3 To Recipient's Name Customer Relationship Mgr

Company Ford Motor Company

Address Dearborn Rd.

City Dearborn State MI Zip 48126

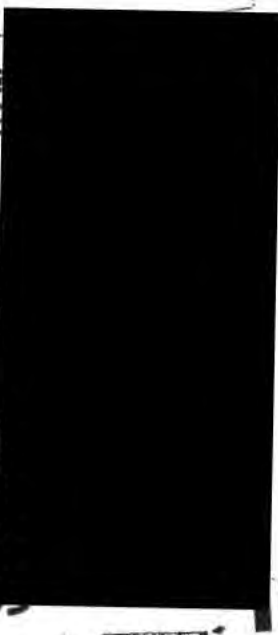
City Dearborn State MI Zip 48126

112 00013

EXPRESS SAVER

48126 MI-US

CUSTOMER



STE: NONE CUBE: 3S-355
LEICH, CHERIE

ROM:
ARR: FEK
RM#: 811589305258
ICVD: 05/30/2017 12:08
TO: LEICH, CHERIE
PH:
MSC:
PCS: 1

Insert shipping document here



FedEx
Express

earthsmart
FedEx carbon-neutral
envelope shipping

Align top of FedEx Express shipping label here.

Envelope





**Service of Process
Transmittal**

06/14/2017
CT Log Number [REDACTED]

TO: Chris Dzbanski
Ford Motor Company
1 American Rd, Whq 421-E6
Dearborn, MI 48126-2798

RE: Process Served in Texas

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: [REDACTED] Pltfs. vs. Ford Motor Company, DFL

DOCUMENT(S) SERVED: Citation, Petition

COURT/AGENCY: 224th Judicial District Court, Bexar County, TX
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2015 Ford Explorer, VIN:
1FMSK7D86FG [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Dallas, TX

DATE AND HOUR OF SERVICE: By Certified Mail on 06/14/2017 postmarked: "Not Post Marked"

JURISDICTION SERVED : Texas

APPEARANCE OR ANSWER DUE: By 10:00 a.m. on the Monday next following the expiration of 20 days after you
were served

ATTORNEY(S) / SENDER(S): Craig W Patrick
Patrick Law Firm, P.C.
6244 E Lovers Ln
Dallas, TX 75214-2030
214-390-3343

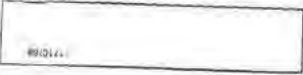
ACTION ITEMS: CT has retained the current log, Retain Date: 06/14/2017, Expected Purge Date:
06/19/2017
Image SOP
Email Notification, Chris Dzbanski cdzbausk@ford.com
Email Notification, Mary Ann MacKinnon mmackin1@ford.com

SIGNED: C T Corporation System
ADDRESS: 1999 Bryan Street
Suite 900
Dallas, TX 75201
TELEPHONE: 214-912-3601

Patrick Law Firm, P.C.
6244 E. Lovers Ln.
Dallas, TX 75214



Ford Motor Company
CT Corporation System
1989 Bryan St., Ste. 900
Dallas, TX 75201



PRIVATE PROCESS

Case Number

VS.

FORD MOTOR COMPANY

(Note: Attached Document May Contain Additional Litigants.)

IN THE DISTRICT COURT
224th JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS

CITATION

"THE STATE OF TEXAS"

Directed To: FORD MOTOR COPMANY

BY SERVING ITS REGISTERED AGENT, C T CORPORATION SYSTEM

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 24th day of April, 2017.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 25TH DAY OF APRIL A.D., 2017.

PETITION

CRAIG M PATRICK
ATTORNEY FOR PLAINTIFF
6244 E LOVERS LN
DALLAS, TX 75214-2030



Donna Kay McKinney

Bexar County District Clerk
101 W. Nueva, Suite 217
San Antonio, Texas 78205

By: *Michelle Garcia*, Deputy

OFFICER'S RETURN

I received this _____ on _____ at _____ o'clock _____ m:
() executed it by delivering a copy of the _____ with attached _____
the date of delivery endorsed on it to the defendant, _____
person on the _____ at _____ o'clock _____ m at: _____
() not executed because _____

Fees: _____ Badge/PPS #: _____ Date certification expires: _____
_____ County, Texas

BY: _____

Or: VERIFICATION OF RETURN (if not served by peace officer) SWORN TO THIS _____

Notary Public, State of Texas

Or: My name is _____, my date of birth is _____, and my address is _____
_____ County, _____

I declare under penalty of perjury that the foregoing is true and correct. Executed in _____
day of _____, 20 _____ County, State of Texas, on the

Declarant

FILED
4/24/2017 9:52:41 AM
Donna Kay McKinney
Bexar County District Clerk
Accepted By Edgar Garcia

citpps-sac1

CAUSE NUMBER: _____

IN THE DISTRICT COURT
224th
JUDICIAL DISTRICT

V.

FORD MOTOR COMPANY

BEXAR COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

_____ Plaintiffs, complain of FORD MOTOR COMPANY, Defendant, and file this their Original Petition.

DISCOVERY CONTROL PLAN

1. Pursuant to the Texas Rules of Civil Procedure, Plaintiffs give notice that they intend to pursue a discovery control plan pursuant to Rule 190.2 (Level 1).

AMOUNT IN CONTROVERSY

2. Pursuant to Texas Rules of Civil Procedure 47(c), Plaintiffs state that they seek less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees.

PARTIES

3. Plaintiffs reside in San Antonio, Texas.
4. Defendant FORD MOTOR COMPANY is a corporation authorized to conduct business in the State of Texas and may be served through its registered agent, C T Corporation System, at 1999 Bryan St., Suite 900, Dallas, Texas 75201.

VENUE AND JURISDICTION

5. Venue is proper in Bexar County, Texas because all or a substantial part of the facts giving rise to Plaintiffs' claims occurred in Bexar County and because Plaintiffs resided in Bexar County at the time the cause of action for breach of warranty accrued.

6. Jurisdiction is proper as the amount prayed for is within the jurisdictional limits of this Honorable Court.

STATEMENT OF FACTS

7. On September 19, 2015, Plaintiffs purchased a 2015 Ford Explorer, VIN: 1FM5K7D86FC [REDACTED] (the Vehicle) from Northside Ford in San Antonio, Texas for approximately \$46,000.

8. Plaintiffs have had numerous problems with the Vehicle. Since purchase, the Vehicle has encountered an excessive number of defects, including but not limited to steering system, electrical system, HVAC system, low idle, exhaust odor, pulling left or right, and the trim. The Vehicle has been in the shop at least 6 times and spent approximately 55 days in the shop. The Vehicle still has problems with exhaust odor despite numerous repair attempts.

CAUSES OF ACTION

Texas Deceptive Trade Practices-Consumer Protection Act ("DTPA")

9. Plaintiffs are "consumers" as defined in the DTPA.

10. Defendant violated the following provisions of the DTPA:

(1) §17.50(1): the use or employment of a false, misleading, or deceptive acts or practices as defined in §17.46(b)(5), §17.46(b)(7), §17.46(b)(12), §17.46(b)(20), and §17.46(b)(24) of the DTPA that were detrimentally relied upon by Plaintiffs;

(2) §17.50(2): breach of express warranty, as defined in §2.313 of the Tex Bus and Com Code;

(3) §17.50(2): breach of the implied warranty to perform repairs in a good and workmanlike manner, as set forth in *Melody Home Mfg. Co. v. Barnes*, 741 S.W.2d 349, 354 (Tex. 1987);

(4) §17.50(2): breach of the implied warranty of merchantability as defined in §2.314 of the Texas Business and Commerce Code;

(5) §17.50(3): an unconscionable action or course of action as defined by §17.45(5).

11. The limited remedies in the manufacturer's warranties failed of its essential purpose and deprived Plaintiffs of the substantial value of the bargain because Defendant did not correct the defects within a reasonable time. TEX. BUS. AND COM. CODE § 2.719. Additionally, the exclusion of consequential damages is unconscionable.

12. Plaintiffs further contend that Defendant's violations of the DTPA were committed knowingly and intentionally as those terms are defined in §17.45(9) and §17.45(13) of the DTPA.

13. This conduct was a producing and/or proximate cause of actual damages to Plaintiffs, as set forth below.

DAMAGES

14. As a result of Defendant's conduct, Plaintiffs have suffered actual damages, including direct, consequential and incidental damages in an amount within the jurisdictional limits of this Court. Such damages include, but are not limited to:

(1) diminished value of the vehicle (the difference at the time and place of acceptance between the value of the vehicle as accepted and the value it would have had if it had been as warranted or represented);

(2) loss of use;

(3) cost of repair;

(4) out of pocket expenses

15. Because the conduct of Defendant was done knowingly and intentionally, Plaintiffs are entitled to additional damages for a knowing and/or intentional violation of the DTPA pursuant to §17.50(b)(1), in an appropriate amount to be determined by the jury.

ATTORNEY'S FEES

16. Plaintiffs seek all reasonable and necessary attorneys' fees in this case, which include the following:

- a. preparation and trial of this lawsuit;
- b. post-trial, pre-appeal legal services;
- c. an appeal to the Court of Appeals;
- d. making or responding to an application for writ of error to the Supreme Court of Texas;
- e. an appeal to the Supreme Court of Texas in the event application for writ of error is granted; and
- f. post-judgment discovery and collection in the event execution on the judgment is necessary.

CONDITIONS PRECEDENT

17. All notices and other conditions precedent to Plaintiffs' right to recover herein have been performed or have occurred.

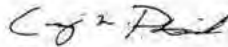
REQUEST FOR DISCLOSURE

18. Pursuant to Texas Rule of Civil Procedure 194, Defendant is requested to disclose the information or material described in Rule 194.2.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully pray that Defendant be cited to appear and answer herein, and that upon final trial, they recover their actual damages, additional statutory damages, exemplary damages, attorney's fees, costs of court, pre-judgment and post-judgment interest at the highest legal rates, and such other and further relief, both general and special, at law or in equity, to which they may be justly entitled.

RESPECTFULLY SUBMITTED:

PATRICK LAW FIRM, P.C.



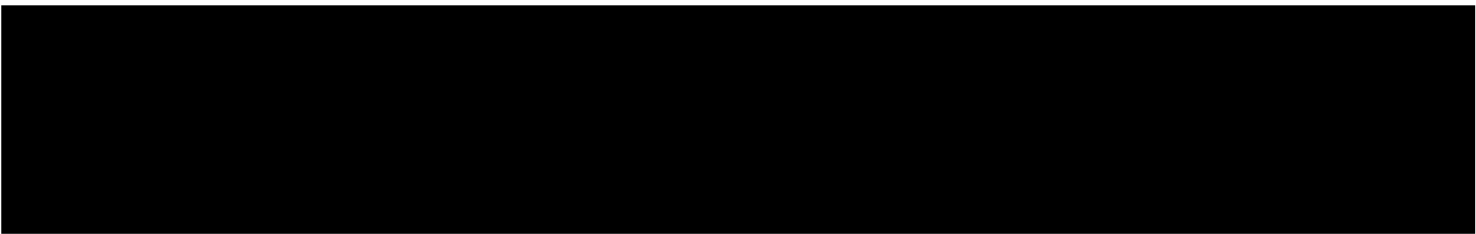
By: _____

Craig M. Patrick
State Bar No. 00792743

6244 E. Lovers Lane
Dallas, Texas 75214
Phone: (214) 390-3343
Fax: (469) 914-6565
craig@patricklaw.com

ATTORNEY FOR PLAINTIFFS





[REDACTED]

Martha A. Wels
Attorney at Law

804.565.5957 Direct 4501 Highwoods Parkway
804.346.0600 Office Suite 210
804.346.5934 Fax Glen Allen, VA 23060

[REDACTED]

March 30, 2018

VIA E-MAIL

John Cole Gayle, Jr., Esq.
The Consumer Law Group, P.C.
1508 Willow Law Drive, Ste 220
Richmond, Virginia 23230
jgayle@theconsumerlawgroup.com

Re: [REDACTED] s. Ford Motor Company [REDACTED]

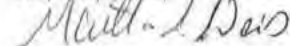
Dear Mr. Gayle,

Ford Motor Company ("Ford") recently repurchased your client, [REDACTED] [REDACTED] 2017 Explorer (Vin # 1FM5K8D83HG [REDACTED]) (the "Vehicle") in settlement of her consumer warranty claim. Ford is unaware of any other claims that she or anyone else has asserted, or may assert in the future against Ford or anyone else with regard to the Vehicle.

As a result, unless you tell us otherwise, because there are no longer any pending or anticipated claims against Ford with regard to the Vehicle, Ford will perform any necessary maintenance and sell the Vehicle in the near future.

If your client, or anyone else that you are aware of, intends to file another claim or lawsuit against Ford in connection with the Vehicle, or if you believe that the Vehicle should be stored in its current condition for any other reason, you must contact me within 90 days of the date of this letter, so that Ford can discuss the preservation issues (including costs) with you. Otherwise, after 90 days from the date of this letter, Ford will no longer preserve the Vehicle in its current condition.

Very truly yours,



Martha A. Wels
Attorney for Ford Motor Company



**Service of Process
Transmittal**

07/03/2017
CT Log Number [REDACTED]

TO: Chris Dzbanski
Ford Motor Company
1 American Rd, Whq 421-E6
Dearborn, MI 48126-2796

RE: Process Served in Virginia

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: [REDACTED] Itf. // To: Ford Motor Company, Dft.

DOCUMENT(S) SERVED: Letter, Complaint

COURT/AGENCY: Henrico County Circuit Court, VA
Case # None Specified

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2017 Ford Explorer, VIN
1FMSK8D83HC [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Glen Allen, VA

DATE AND HOUR OF SERVICE: By Regular Mail on 07/03/2017 postmarked: "Not Post Marked"

JURISDICTION SERVED: Virginia

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): John Cole Gayle, Jr.
The Consumer Law Group, P.C.
1508 Willow Lawn Drive, Suite 220
Richmond, VA 23230
804-282-7900

ACTION ITEMS: CT has retained the current log, Retain Date: 07/03/2017, Expected Purge Date:
07/08/2017
Image SOP
Email Notification, Chris Dzbanski cdzbanski@ford.com
Email Notification, Mary Ann MacKinnon mmackinn1@ford.com

SIGNED: C T Corporation System
ADDRESS: 4701 Cox Road
Suite 285
Glen Allen, VA 23060
TELEPHONE: 804-217-7255



THE CONNORS LAW GROUP, P.C.

1508 Winfrey Lane Drive, Suite 220
Richmond, VA 23223

FORD MOTOR COMPANY
CT Corporation System
Registered Agent
4701 Cox Road, Suite 285
Glen Allen, Virginia 23060

11/11/11 11:11:11 AM



THE CONSUMER LAW GROUP, P.C.
Protecting and fighting for Consumer Rights

1508 WILLOW LAWN DRIVE, SUITE 220
RICHMOND, VA 23230

(804) 282-7900 • (804) 673-0316 FAX
WWW.THECONSUMERLAWGROUP.COM

June 29, 2017

Hon. Heidi S. Barshinger, Clerk
Henrico Circuit Court
4301 East Parham Road
Henrico, VA 23273

Re: [REDACTED] v. Ford Motor Company

Dear Ms. Barshinger:

Enclosed are an original and one copy of a Civil Complaint. **Attached to the service copy are Interrogatories, Request for Admissions, and Request for Production of Documents** which I would appreciate your processing in the usual manner. Also enclosed is my firm check totaling \$126.00 made payable to the Clerk for the filing fee. Please issue process and **contact Pamela Campbell of my office once process has been issued. Service will be effected by Hester Process. Please place in their box for pickup.**

Thank you in advance for your cooperation.

Very truly yours,


John Cole Gayle, Jr.

JCG/psc

Enclosures

cc: [REDACTED]
Hester Process Service
CT Corporation System (letter and Complaint only - courtesy copy)

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF HENRICO

[REDACTED]

Plaintiff,

v.

CASE NO. _____

FORD MOTOR COMPANY

SERVE:

CT Corporation System
Registered Agent
4701 Cox Road, Suite 285
Glen Allen, Virginia 23060

Defendant.

COMPLAINT

COMES NOW the plaintiff [REDACTED], by counsel, and moves for judgment against the defendant on the grounds and in the amount as hereinafter set forth:

1. This is a case for breach of warranty and violation of the Motor Vehicle Warranty Enforcement Act.
2. Plaintiff is a consumer who resides in Doswell, Virginia.
3. Defendant Ford Motor Company, (hereinafter "FORD") is a corporation which does significant business through its authorized dealers in the County of Henrico, Virginia. Among its authorized dealers/agents, which distribute and sell automobiles, is Richmond Ford (hereinafter "the dealer"), which is located in Glen Allen, Virginia.

BACKGROUND FACTS

4. Relying on the warranties, express and implied, given by the defendant and its agents, the plaintiff agreed to purchase, took delivery of, and accepted a new **2017 Ford Explorer**, Vehicle Identification Number: **1FM5K8D83HG** [REDACTED] ("the vehicle"), on August 11, 2016, from the dealer in Glen Allen, Virginia. The vehicle is warranted with a manufacturer's limited warranty and other warranties implied by law.

5. Soon after delivery, the plaintiff discovered the vehicle did not conform to the contract as there is a major defect which causes the vehicle to fail to conform to the warranties: i.e. there is a strong exhaust smell in the cabin so severe that the Plaintiff has to roll the windows down for fresh air.

6. At the time plaintiff took delivery of and accepted the vehicle, she was unaware of the defects and nonconformities because of the difficulty of discovery and because some of the problems have appeared subsequent to her purchase of the vehicle.

7. Soon after discovering the defects and nonconformities, the plaintiff took the vehicle to the dealer to have the nonconformities corrected. Three or more repair attempts have not corrected the nonconformities within eighteen months of the date of delivery of the vehicle to her.

8. Ford has been aware of the defects in this vehicle since on or about May 4, 2017 when it received notice of the defects from my client.

9. The defects and nonconformities continue to exist and substantially impair the vehicle's use and market value to the plaintiff, who has used it for her personal use, and who has properly used and serviced the vehicle while it has been in her possession.

10. At this time, the vehicle is in substantially the same condition as when it was delivered to the plaintiff, with the exception of repairs done to the vehicle by the defendant's agents or authorized repair facilities, and damages caused by the defects and nonconformities and damages made by the dealer.

11. The vehicle, as accepted, has a substantially reduced value to the plaintiff.

12. On June 12, 2017 the plaintiff rejected or revoked acceptance of the vehicle and asked the defendant to return the purchase price and all other damages sustained and recoverable under Virginia law, if it could not fix it. The defendant has refused to do this.

COUNT ONE

**BREACH OF EXPRESS AND IMPLIED WARRANTIES UNDER
THE MAGNUSON-MOSS WARRANTY ACT**

13. Plaintiff incorporates the allegations of paragraphs 1 through 12 as if alleged herein.

14. Plaintiff is a "consumer" as defined in 15 U.S.C. §2301 (3); FORD fits the definition of "supplier" and "warrantor" as defined in 15 U.S.C. §2301 (4) and (5); and the vehicle is a "consumer product" as defined in 15 U.S.C. §2301 (1).

15. FORD does not have a dispute resolution mechanism which meets the requirements of 16 C.F.R. Part 703, promulgated by the Federal Trade Commission pursuant to §2310(a)(2) of the Magnuson-Moss Warranty Act.

16. The vehicle was manufactured after July 4, 1975 and an express Limited Warranty and an implied warranty of merchantability were given to plaintiff as a part of the purchase, warranties which meet the definition of "written warranty" and "implied warranty" contained in 15 U.S.C. §2301 (6) and (7).

17. The Limited Warranty has failed of its essential purpose and the defendant has violated the Act due to its inability and/or refusal to repair or replace the nonconformity within a reasonable time, and due to its refusal to provide the plaintiff with a refund. 15 U.S.C. §2304 (a)(1) and (4).

18. The defendant has also breached its implied warranty of merchantability since the vehicle, in view of the nonconformity and defendant's inability to correct them, was not fit for the ordinary purpose for which the vehicle was used. 15 U.S.C. §§2308, 2310 (d).

19. As a proximate result of defendant's violations of the Act and breach of its warranties, the plaintiff has been damaged for which the defendant is responsible. 15 U.S.C. §§2304(a) and 2310(d).

COUNT TWO

VIOLATION OF THE MOTOR VEHICLE WARRANTY ENFORCEMENT ACT

20. Plaintiff incorporates the allegations of paragraphs 1 through 19 as if alleged herein.

21. As individually defined in Section 59.1-207.11, et. seq., of the Code of Virginia, the plaintiff is a "consumer," "FORD" is a "manufacturer," "the vehicle" is a "motor vehicle," and the defect in the vehicle constitutes a "nonconformity."

22. The defendant and its agents have failed to correct nonconformities in the vehicle after a reasonable number of repair attempts, which has impaired the use and market value of the vehicle to the plaintiff. It has refused the plaintiff's demand for damages and its actions are in violation of the Motor Vehicle Warranty Enforcement Act, §§59.1-207.11, 207.13, and 207.14, Code of Virginia (1950).

WHEREFORE, the plaintiff respectfully requests this Court to award her damages for all money paid towards the purchase of the vehicle, including any deposit, trade-in, extended warranty, all of which at this time totals about FORTY-EIGHT THOUSAND SEVENTY DOLLARS and NINETY-TWO CENTS (\$48,070.92), plus any other collateral charges as defined in §59.1-207.11, incidental and consequential damages, loss of use, expert witness fees, pre-judgment interest, all reasonable attorney's fees, vehicle loan payments made after the filing of this suit, costs and expenses herein incurred.

Trial by jury is demanded.



By: 
Counsel

John Cole Gayle, Jr., Esquire
VSB No. 18833
The Consumer Law Group, P.C.
1508 Willow Lawn Drive, Suite 220
Richmond, Virginia 23230
804 282-7900
804 673-0316 Fax

Counsel for Plaintiff



NY

EUGENE KRUKAS, PLLC

ATTORNEY AT LAW

2005 MERRICK ROAD, SUITE 392, MERRICK, NY 11566

TEL: (516) 203-4001

FAX: (516) 740-3104

ekrukas@lemonfreedom.com

June 19, 2017

Ford Motor Company
16800 Executive Plaza Dr.
PO Box 6248
Dearborn, MI 48121

OGC Lit
Consumer Claims

JUN 26 2017

Attn: Legal Department

Our Client(s): [REDACTED]
Vehicle: 2016 Ford Explorer
VIN: 1FM5K8BHXGG [REDACTED]
Our Case Number: [REDACTED]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual(s) with respect to a claim against Ford Motor Company under the New York Lemon Law, Magnuson-Moss Warranty Act, and the New York General Business Law concerning the above-referenced vehicle. Accordingly, please direct all future contacts and correspondence to this office.

As an attorney-client relationship exists, you are instructed not to discuss the settlement of this case with our client(s), nor make any offers to our client(s). All such communications must be directed to this office. Should our client(s) request warranty repair work during the pendency of this claim or lawsuit, you are to provide said work. Your refusal to do so will constitute a further breach of the warranty. Your communications with our client(s) are to be limited solely to providing warranty work requested by our client(s). In addition, you are hereby notified of our attorney's lien

The vehicle my client(s) purchased contains a number of defects that, after numerous attempts to repair, have not been corrected. These defects include, but are not limited to:

- Persistent exhaust fumes in vehicle cabin causing occupants to become ill;
- Radio screen and sync system are defective;

Vehicle subject to substantial warranty repair in excess of 30 days during the 2 year / 18,000 mile NYS Lemon Law presumption period;

Vehicle subject to substantial warranty repair at least 4 times for the same defect during the 2 year / 18,000 mile NYS Lemon Law presumption period, with said defect continuing to persist thereafter;

Any and all additional complaints actually made, whether or not contained on your service records, company's invoices, or otherwise.

The aforementioned defects (repair invoices demonstrating same enclosed herein) constitute a substantial impairment of the use, value and safety of the subject vehicle. Due to the inordinate amount of repairs and/or days out of service within the applicable warranty period, my client(s) lost all confidence in the vehicle and believes the vehicle to be unsafe as well as unfit to operate. Accordingly, please be advised that my client(s) hereby revoke acceptance of the subject vehicle. My client(s) has/have directed this office to demand the return of all funds paid toward this vehicle, the cancellation of the contract, and compensation for damages.

If you wish to resolve this matter amicably, please feel free to contact this office within fourteen (14) days of receipt of this communication. If the matter has not been resolved within that time, my client(s) will avail him/herself of all available remedies under law and equity.

Very truly yours,



Eugene Kruk, Esq.
Enc.



RAMP MOTORS INC.

4869 Nesconset Highway

PORT JEFFERSON STATION, NEW YORK 11776

Sales: (631) 473-1550 Service: (631) 473-4600 Parts: (631) 473-6500

N.Y.S. REPAIR SHOP REG. NO. R-1520504

www.rampford.com



OWNER NO. [REDACTED]	ADVISOR TODD POPIELASKI 32306	VEH. NO.	INVOICE DATE 09/07/16
[REDACTED]	LABOR HOURS 130:00	MI. TAG	7,281
[REDACTED]	VEHICLE MAKE/MODEL 16/FORD TRUCK/EXPLORER/4DR 4WD BASE	VEHICLE COLOR WHITE	DELIVERY DATE
SELDEN, NY	VEHICLE ID # 1FMSK8BHXG [REDACTED]	VEHICLE REG. NO.	REGISTRATION DATE
REFERENCE PHONE	BUSINESS PHONE	COMMENTS	NO. [REDACTED]
			INVOICE DATE 09/07/16

LABOR & PARTS

CUSTOMER STATES CAMERA AND RADIO INOP AT TIMES
SCREEN GOES BLACK
VERIFIED CONCERN FOUND NO UPDATES AT THIS TIME
PERFORMED MASTER RESET
RETEST OK

NO. # 1 TOTAL LABOR & PARTS 0.00

COMMENTS
WAIT

TOTALS

RAMP FORD
LONG ISLANDS LEGENDARY DEALER

THANK YOU FOR LETTING US SERVE YOU!
ASK ABOUT OUR LOW PRICE TIRE GUARANTEE AND LIFETIME BRAKES
OUR SALES DEPARTMENT HOURS ARE MONDAY THROUGH THURSDAY
9 AM TO 8 PM FRIDAY 9 AM TO 6 PM AND SATURDAY 9 AM TO 5 PM
STARTING APRIL 2ND 2017
NEW YORK STATE LAW REQUIRES THAT WE CHARGE A WASTE TIRE
MANAGEMENT FEE OF \$2.50 FOR EACH TIRE THAT WE SFLU

GOD BLESS AMERICA AND OUR TROOPS!!!!

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLT	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG	0.00
TOTAL HTSC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE \$	0.00

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RETAILER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS FOR 24 MONTHS OR UNLIMITED MILES, WHICHEVER COMES FIRST. SELLER HEREBY LIMITS ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS TO THE SAME PERIOD. WARRANTY REPAIRS TO BE PERFORMED AT THE SELLER'S PLACE OF BUSINESS.

CUSTOMER SIGNATURE

[Handwritten Signature]

PAGE 1 OF 1

CUSTOMER COPY

END OF INVOICE | 11:16am

THANK YOU
FOR THIS OPPORTUNITY TO SERVE YOU. IT IS OUR AIM TO PERFORM ALL THE REPAIRS REQUESTED ON THIS REPAIR ORDER TO YOUR COMPLETE SATISFACTION. IF OUR SERVICE WAS SATISFACTORY TELL YOUR FRIENDS. IF NOT PLEASE TELL US IMMEDIATELY.

CUSTOMER ACKNOWLEDGES RECEIPT OF COPY



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RAMP MOTORS INC.

4889 Nesconset Highway

PORT JEFFERSON STATION, NEW YORK 11776

Sales: (631) 473-1550 Service: (631) 473-4600 Parts: (631) 473-6500

N.Y.S. REPAIR SHOP REG. NO. R-1520504

www.rampford.com

Blair
GO Further
blacked camera of
broUGHT IN Wed 2
W/12 John took
Butcher

CUSTOMER NO.	ADVISOR STEVEN GOLDSTEIN 42665	TAB NO.	INVOICE DATE 10/14/16
RESIDENCE PHONE	LABOR RATE 130.00	LICENSE NO.	MILEAGE 8,100
BUSINESS PHONE	YEAR / MAKE / MODEL 16/FORD TRUCK/EXPLORER/4DR 4WD BASE	COLOR WHITE/	STOCK NO.
COMMENTS	VEHICLE I.D. NO. 1 F M 5 K 8 B H X G G	DELIVERY DATE	DELIVERY MILES
	F.T.E. NO.	SELLING DEALER NO.	PRODUCTION DATE
	R.G. NO.	H.O. DATE 10/14/16	

LABOR & PARTS

CUSTOMER STATES BLUR TOOTH IS INOP
CHECK CAMERA OPERATION
WHEN GOING IN REVERSE CUSTOMER CAR TRIEDCALLING HOME #
TECH VERIFIED SYN CONCERN , CHECKED FOR UPDATES
PERFORMED UPDATED AND PAIRED PHONE

JOB # 1 TOTAL LABOR & PARTS 0.00

PLEASE PERFORM MULTI POINT REPORT CARD INSPECTION
PREVENTATIVE MAINTENANCE
PERFORMED MULTI POINT INSPECTION AS PER ATTACHED REPORT CARD

JOB # 2 TOTAL LABOR & PARTS 0.00

COMMENTS
DROP OFF

TOTALS

RAMP FORD
LONG ISLANDS LEGENDARY DEALER

THANK YOU FOR LETTING US SERVE YOU!!
ASK ABOUT OUR LOW PRICE TIRE GUARANTEE AND LIFETIME BRAKES
OUR SALES DEPARTMENT HOURS ARE MONDAY THROUGH THURSDAY
9 AM TO 8 PM FRIDAY 9 AM TO 6PM AND SATURDAY 9AM TO 5 PM
STARTING APRIL 2ND 2012
NEW YORK STATE LAW REQUIRES THAT WE CHARGE A WASTE TIRE
MANAGEMENT FEE OF \$2.50 FOR EACH NEW TIRE THAT WE SELL.

GOD BLESS AMERICA AND OUR TROOPS!!!!!!

TOTAL LABOR.....	0.00
TOTAL PARTS.....	0.00
TOTAL SUBLET.....	0.00
TOTAL G.O.G.....	0.00
TOTAL MISC. CHG.	0.00
TOTAL MISC. DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE \$	0.00

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RETAILER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS FOR 24 MONTHS OR UNLIMITED MILES, WHICHEVER COMES FIRST. SELLER HEREBY LIMITS ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS TO THE SAME PERIOD. WARRANTY REPAIRS TO BE PERFORMED AT THE SELLER'S PLACE OF BUSINESS.

THANK YOU
FOR THIS OPPORTUNITY TO SERVE YOU. IT IS OUR AIM TO PERFORM ALL THE REPAIRS REQUESTED ON THIS REPAIR ORDER TO YOUR COMPLETE SATISFACTION. IF OUR SERVICE WAS SATISFACTORY TELL YOUR FRIENDS, IF NOT PLEASE TELL US IMMEDIATELY.

CUSTOMER ACKNOWLEDGES RECEIPT OF COPY
X



The (Ford) and (Ramp) Captains Guarantee CC218010 Q (01/14)



RAMP MOTORS INC.

4869 Nesconset Highway

PORT JEFFERSON STATION, NEW YORK 11776

Sales: (631) 473-1550 Service: (631) 473-4600 Parts: (631) 473-6500

N.Y.S. REPAIR SHOP REG. NO. R-1520504

www.rampford.com



CELL: [REDACTED]

CUSTOMER NO. [REDACTED]	ADVISOR STEVEN GOLDSTEIN 42665	TAB NO.	INVOICE DATE 11/11/16	[REDACTED]
[REDACTED]	LABOR RATE 130.00	LICENSE NO.	MILEAGE 8,783	COLOR WHITE/
[REDACTED]	YEAR / MAKE / MODEL 16/FORD TRUCK/EXPLORER/4DR 4WD BASE	[REDACTED]	DELIVERY DATE	DELIVERY MILE
SELDEN, N [REDACTED]	VEHICLE ID. NO. 1 F M 5 K 8 B H X G G [REDACTED]	[REDACTED]	SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	R.T.E. NO.	[REDACTED]	R.O. DATE 11/11/16	[REDACTED]
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: [REDACTED]

LABOR & PARTS

CUSTOMER STATES SCREEN FROZE RADIO STOPPED WORKING, HAS SINCE UNFROZE, BUT HAVING ISSUES MAKING PHONE CALLS, CUTS IN AND OUT, A LOT OF STATIC AND VOICE RECOGNITION IS NOT WORKING WELL HAVE TO REPEAT COMMANDS 4-5 TIMES
TECH COULD NOT VERIFY CONCERN BUT FOUND PHONE IS NOT COMPATIBLE WITH SYN SYSTEM
NO PROBLEM WITH SYSTEM
SEE ATTACHED SHEET FOR COMPATIBLE PHONES

JOB # 1 TOTAL LABOR & PARTS 0.00

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PLEASE PERFORM MULTI POINT REPORT CARD INSPECTION
PREVENTATIVE MAINTENANCE
PERFORMED MULTI POINT INSPECTION AS PER ATTACHED REPORT CARD

JOB # 2 TOTAL LABOR & PARTS 0.00

TOTALS

RAMP FORD
LONG ISLANDS LEGENDARY DEALER

THANK YOU FOR LETTING US SERVE YOU!!
ASK ABOUT OUR LOW PRICE TIRE GUARANTEE AND LIFETIME BRAKES
OUR SALES DEPARTMENT HOURS ARE MONDAY THROUGH THURSDAY
9 AM TO 8 PM FRIDAY 9 AM TO 6 PM AND SATURDAY 9AM TO 5 PM
STARTING APRIL 2ND 2012
NEW YORK STATE LAW REQUIRES THAT WE CHARGE A WASTE TIRE
MANAGEMENT FEE OF \$2.50 FOR EACH NEW TIRE THAT WE SELL.

GOD BLESS AMERICA AND OUR TROOPS!!!!!!

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE \$	0.00

THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS FOR 24 MONTHS OR UNLIMITED MILES, WHICHEVER COMES FIRST
SELLER HEREBY LIMITS ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS TO THE SAME PERIOD WARRANTY REPAIRS TO BE PERFORMED AT THE SELLER'S PLACE OF BUSINESS.

THANK YOU
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CUSTOMER ACKNOWLEDGES RECEIPT OF COPY
X



The Reynolds and Reynolds Company BRANTINE C671810 Q (01/14)

MEADOWBROOK FORD Inc. D/B/A

SYOSSET FORD LINCOLN OF HUNTINGTON

147 W. 11th Street · Huntington Station, NY 11748
Sales (516) 496-9700 Sales (831) 271-6800
Service (516) 496-9706 Service (631) 271-6745
Parts (516) 496-9704 Parts (831) 271-8812
Fax No. (516) 496-3257 Fax (631) 923-2234

email: syossetford@syossetford.com

CUSTOMER

INVOICE

PAGE 2

Facility # 7111823

SERVICE ADVISOR: 7535 MICHAEL F APUZZO

SELDEN, NY

WH	16	FORD EXPLORER	1FM5K8BHXGG	VIN	LICENSE	MILEAGE IN/OUT	TAG
						9234/9234	

DEB DATE	PROC DATE	WARR EXP	PROMISED	PC NO	RATE	PAYMENT	INV CALL
31AUG15	DD18MAY15		17:00 30NOV16		0.00	UNK	01DEC16

R.O. OPENED: READY: OPTIONS: SOLD-STR
 10:45 30NOV16 09:18 01DEC16 ENG:2.3L I4 ECOBOOST ENGINE
 TRN:6-SPEED AUTO TRANSMISSION AXL:SHPD RAIL

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

9998 STANDARD 401 HENRY, DAVE LIC#: 15

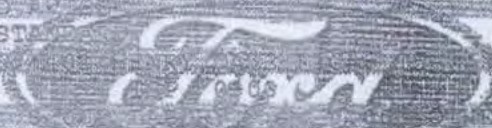
PC: PART#: COUNT:
AUTH CODE:

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00
--------	------	--------	------	--------	------	---------------	------

9234 CK SCREEN OPERATION PERFORMED PERIMETER RE SET NO PROBLEM AT THIS TIME.

D CUSTOMER STATES REAR AUX OUTLET RANDOMLY TURNS OFF OVER BUMPS - CHECK AND

9996 STAMP



PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00
--------	------	--------	------	--------	------	---------------	------

9234 CUSTOMER REQUEST FOR KIT POWER ADAPTER INSTALLED DE

***** LINCOLN *****
WE THANK YOU FOR YOUR PATRONAGE.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/vehicle. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/vehicle.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

SIGNED: DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE



RAMP MOTORS INC.



4869 Nesconset Highway

PORT JEFFERSON STATION, NEW YORK 11776

Sales: (631) 473-1550 Service: (631) 473-4600 Parts: (631) 473-6500

N.Y.S. REPAIR SHOP REG. NO. R-1520504

www.rampford.com

DATE OF SERVICE	12/07/16	TIME	12:00	CELL:	
TECHNICIAN	STEVEN GOLDSTEIN	42665	VIN	1G6FV5K8BHXXG6	
MAKE	FORD	MODEL	TRUCK/EXPLORER/4DR 4WD BASE	COLOR	WHITE
YEAR	16	MPG	9,361	DATE	12/06/16
ADDRESS	SCIDEN, NY				
PHONE					
SALES					
REPAIR					
PARTS					

PARTS	QTY	FR. NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
<p>WHEN CUSTOMER TRIES TO HANG UP PHONE IT WINKS. WHEN THIS HAPPENS SYNC SYSTEM FLICKERS. NO RADIO OR ANYTHING WORKS. TECH VERIFIED CONCERN AND FOUND SYNC SYSTEM FROZEN CHECKED TSBS ON SSMS - NONE FOUND. LATEST SYNC VERSION IS INSTALLED. VEHICLE PERFORMED POWER RESET. VERIFIED REPAIRS PERFORMED. MULTIPLE ROAD TEST TO VERIFY OTHER PORTIONS OF OIL CONCERN. CANNOT VERIFY CONCERN. COULD VERIFY CONCERN WITH AFTER HOURS SET.</p>					
			JOB # 1 TOTAL LABOR & PARTS	0.00	0.00
<p>PLEASE PERFORM MULTI-POINT INSPECTION REPORT CARD INSPECTION PREVENTATIVE MAINTENANCE PERFORMED MULTI-POINT INSPECTION AS PER ATTACHED REPORT CARD</p>					
			JOB # 2 TOTAL LABOR & PARTS	0.00	0.00
<p>CUSTOMER STATES PLEASE PERFORM OIL AND FILTER CHANGE AND MULTI-POINT INSPECTION NORMAL MAINT. CHANGE OIL AND FILTER AND PERFORM MULTI-POINT INSPECTION</p>					
PARTS	QTY	FR. NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
	1	FL-910S	FILTER	5.84	5.84
	6	XO-5W30-BSP	MOTORCRAFT SAE	2.28	13.68
			JOB # 3 TOTAL LABOR & PARTS	19.52	31.52

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY AND THOSE MADE BY THE MANUFACTURER, THE DETAILER, HENRY EXPRESSLY DISCLAIMS ALL WARRANTIES WITHIN EXPRESSLY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS FOR 24 MONTHS OR UNMILED MILES, WHICHEVER COMES FIRST. SELLER HENRY LIMITS ANY IMPLIED WARRANTIES ON MERCHANTABILITY AND FITNESS TO THE SAME PERIOD. WARRANTY REPAIRS TO BE PERFORMED AT THE SELLER'S PLACE OF BUSINESS.

THANK YOU

FOR THIS OPPORTUNITY TO SERVE YOU, IT IS OUR AIM TO PERFORM ALL THE REPAIRS REQUESTED ON THIS REPAIR ORDER TO YOUR COMPLETE SATISFACTION. IF OUR SERVICE WAS SATISFACTORY TELL YOUR FRIENDS, IF NOT PLEASE TELL US IMMEDIATELY.

Special Thanks For Your Patronage

Thank You For Your Business

WR: 1 OF 2 CUSTOMER COPY (CONTINUED ON NEXT PAGE) 03:55pm



CUSTOMER #:

MEADOWBROOK FORD Inc. D/B/A
SYOSSET FORD LINCOLN OF HUNTINGTON
 147 W. 11th Street · Huntington Station, NY 11746
 Sales (516) 496-9700 Sales (631) 271-6800
 Service (516) 496-9706 Service (631) 271-6746
 Parts (516) 496-9704 Parts (631) 271-6812
 Fax No. (516) 496-3267 Fax (631) 923-2234
 email: syossetford@syossetford.com

INVOICE

PAGE 1

SELDEN, NY

HOME

BUS:

Facility # 7111823

SERVICE ADVISOR: 8482 LAUREN J POTTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WH	16	FORD EXPLORER	1FM5K8BHXC		9773/9773		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INVT DATE
31AUG15	DD18MAY15		17:00	29DEC16	0.00	UNK	03JAN17
R.O. OPENED	READY	OPTIONS:	SOLD-STK				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
10:17	29DEC16	14:33	03JAN17				
TRN:6-SPEED AUTO TRANSMISSION AXL:9HPD RAIL							

CAUSE: MAINT
 999 MULTIPLE POINT INSPECTION

401 HENRY, DAVE LIC#: 15
 GBATT BATTERY GOOD AT THIS TIME
 401 HENRY, DAVE LIC#: 15
 ISP 0.00 (N/C)

BATRA BATTERY GOOD AT THIS TIME
 401 HENRY, DAVE LIC#: 15
 GBK BRAKES GOOD AT THIS TIME
 401 HENRY, DAVE LIC#: 15
 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
 9773 MAIN PERFORMED MULTIPLE POINT INSPECTION
 (N/C)

CUSTOMER STATES CHECK SCREEN GOES BLACK OVER BUMPS
 9996 SEE INVOICE
 401 HENRY, DAVE LIC#: 15
 LINCOLN

CUSTOMER STATES CHECK SCREEN GOES BLANK
 RADIO DOESNT WORK, BLUETOOTH GOES OUT AND CAMARA INOP
 CAUSE: 9996
 51 BODY ELECTRICAL
 401 HENRY, DAVE LIC#: 15
 W 0.00 (N/C)

CLAIM TYPE:
 401

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER
 This factory warranty constitutes all of the warranties with respect to the sale of this Remitama. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION TOTALS

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY THIS AMOUNT

MEADOWBROOK FORD Inc. D/B/A

SYOSSET FORD LINCOLN OF HUNTINGTON
147 W. 11th Street • Huntington Station, NY 11746
Sales (516) 496 9700 Sales (631) 271-6800
Service (516) 496-9706 Service (631) 271-8746
Parts (516) 496-9704 Parts (631) 271 6812
Fax No. (516) 496-3257 Fax (631) 923-2234
email: syossetford@syossetford.com

CUSTOMER #

INVOICE

PAGE 2

Facility # 711823

SERVICE ADVISOR: 8182 LAUREN J POTTER

SELDEN, I
HOMB
BUS:

Table with columns: WH, YLR, MAKE, MODEL, VIN, LIC, MILEAGE IN, INVT, TAG, DEL DATE, PROD DATE, WARR EXP, PROMISED, PC NO, RATE, PAYMENT, INV. Includes vehicle details for a 2016 Ford Explorer.

Options: SOLD-STR, ENG: 2.3L I4 ECOBOOST ENGINE, TRN: 6-SPEED AUTO TRANSMISSION AXI.: SHPD RAIL

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Shows labor and parts costs.

RE SET SYNC RE CK SYNC BLUE TOOTH NOT WORKING R & T APIM
REPROGRAM APIM & RE CK SYSTEM. OK SYNC SYSTEM OPERATING NORMAL.

D CUSTOMER STATES CHECK VEHICLE RADIO VEHICLE CUTTING IN AND OUT WHILE DRIVING

51 BODY ELECTRICAL
401 HENRY DAVE LIC# 15

Table with columns: PARTS, LABOR, OTHER, TOTAL LINE D. Shows a total of 0.00 for this section.



RE CUSTOMER STATES CHECK VEHICLE RADIO VEHICLE CUTTING IN AND OUT WHILE DRIVING

Table with columns: PARTS, LABOR, OTHER, TOTAL LINE E. Shows a total of 0.00 for this section.

RENTAL ALLOCATION DAYS
CAUSE: RENTAL ALLOCATED

RENTAL ALLOCATION DAYS
401 HENRY DAVE LIC# 15

Table with columns: PC, PART#, COUNT, CHAIN TYPE, AUTH CODE. Shows a total of 0.00 for this section.

SUB RENTAL ALLOCATED FROM 12/29 1/3

Table with columns: PARTS, LABOR, OTHER, TOTAL LINE F. Shows a total of 0.00 for this section.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this commodity.

Table with columns: DESCRIPTION, TOTALS. Lists various charges including Labor, Parts, Gas, Oil, Lube, Sublet, Misc. Charges, Total Charges, Less Insurance, and SAI FS Tax.

(SIGNCO) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

PLEASE PAY THIS AMOUNT

MEADOWBROOK FORD Inc. D/B/A

SYOSSET FORD LINCOLN OF HUNTINGTON

147 W. 11th Street · Huntington Station, NY 11746

Sales (516) 496-9700 Sales (631) 271-6800
Service (516) 496-9706 Service (631) 271-6745
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Fax No. (516) 496-3257 Fax (631) 923-2234

email: syossetford@syossetford.com

CUSTOMER #

INVOICE

PAGE 3

Facility # 711823

SERVICE ADVISOR: 8482 LAUREN J POTTER

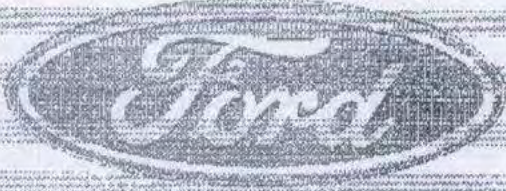
SMYDEN, N

HOME

BUS:

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE-IN/OUT, TAG, DEL. DATE, PROB. DATE, WARR. EXP., PROMISE, PO NO., RATE, PAYMENT, IN. Includes vehicle details for a 2016 Ford Explorer and a summary of work performed.

WE THANK YOU FOR YOUR PATRONAGE



LINCOLN

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE, OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICE CENTER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/area. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/area.

Table with columns: DESCRIPTION, TO PAY. Includes items like LABOR AMOUNT (0.00), PARTS AMOUNT (0.00), GAS, OIL, LUBE (0.00), SUBLET AMOUNT (0.00), MISC. CHARGES (0.00), TOTAL CHARGES (0.00), LESS INSURANCE (0.00), SALES TAX (0.00), PLEASE PAY THIS AMOUNT (0.00).

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE

MEADOWBROOK FORD Inc. D/B/A
SYOSSET FORD LINCOLN OF HUNTINGTON
 147 W. 11th Street - Huntington Station, NY 11746
 Sales (516) 498-9700 Sales (631) 271-6800
 Service (516) 498-9708 Service (631) 271-6745
 Parts (516) 498-9704 Parts (631) 271-6812
 Fax No. (516) 498-3257 Fax (631) 273-2234
 email: syossetford@syossetford.com

PAGE 1

Facility # 7111823

SERVICE ADVISOR: 9210 PAUL M CHALEFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	15	FORD EXPLORER	1FM5K8BHXC		10294 / 10302		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PD NO.	RATE	PAYMENT	INV. D.
31AUG15	DD18MAY15		17:00 27JAN17		0.00	UNK	27JAN17
R.O. OPENED		READY	OPTIONS:	SOLD STK			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
TAP ALLOCATION DAYS							
CAUSE: 1 DAYS RENTAL ASSISTANCE							
TAP TAP ALLOCATION DAYS							
909 PITELLO, ANTHONY LIC#: 09							
W 0.00							
N/C							
FC: PART#: COUNT:							
CLAIM TYPE:							
BATH COPI:							
309							
SUBL 1 DAYS ASSISTANCE							
PO#0516							
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00							
....10302 1 DAYS RENTAL ASSISTANCE USING CONTRACT #0516							

B C/S THE FRONT SCREEN IS GOING BLACK. HITTING A BUMP, JUST DRIVING							
ALONG							
CAUSE: NPF							
9996 CHECK DISPLAY SCREEN							
909 PITELLO, ANTHONY LIC#: 09							
ISP 0.00							
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00							
....10302 ROAD TESTED UNABLE TO DUPLICATE CONCERN HOOKED UP IDS NO							
....CODES STORED OR PENDING SPOKE WITH CUSTOMER ON PHONE WAS TOLD RADIO IS							
....ALSO STATIC ROAD TESTED AGAIN CHECKED 10 FM STATIONS NO CONCERNS FOUND							
....SCREEN NEVER WENT BLACK ALL STATIONS CLEAR NO REPAIR MADE OR NEEDED AT							
....THIS TIME							

C MULTI POINT INSPECTION							
99P MULTI POINT INSPECTION							
909 PITELLO, ANTHONY LIC#: 09							
ISP 0.00							
GTIRE TIRES GOOD AT THIS TIME							
909 PITELLO, ANTHONY LIC#: 09							
N/C							

LINCOLN

IN BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY IDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT OF REPAIR AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE



INVOICE

440 JERICHO TPKE
ST. JAMES, NY 11780
SERVICE (831) 285-2638
FAX (831) 285-3248
www.FordofSaugerties.com

PAGE 1

SELDEN, NY
HOME
BUS: [REDACTED]
SERVICE ADVISOR: 405 JAMES BARBARI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	15	FORD EXPLORER	1FMEK8BHXXG		10398/10401		
DEL. DATE	PRDD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV.
01JAN17 DL			17:00 01FEB17			CASH	04FEB17
R.O. OPENED	READY	OPTIONS:	DLR				

LINE	OPCODE	TBCH	TYPE	HOURS	LIST	NET	TOTAL
A	D						

A D / CUSTOMER STATES THE RADIO SCREEN WILL GO BLACK AT TIMES /
BLUETOOTH CUTS OUT

CAUSE:
B RADIO 9443 BABB, CHRIS LIC#: 5GS6 (N/C)

PARTS: 0.00 LABOR:
10398 ACM VERIFIED CUSTOMER CONCERN
YES P2 NO F3 YES REMOVED, REPLACED AND PROGRAMMED
OPERATION CONCERN CORRECTED

- B PERFORM MULTIPOINT INSPECTION FILL ATW QUALITY CARE REPORT CARD
- 99P PERFORM MULTIPOINT INSPECTION BILL ATW QUALITY CARE REPORT CARD
- 9443 BABB, CHRIS LIC#: 5GS6 IFSP (N/C)
- GTIRE TIRE TREAD 7/32 OR BETTER
- 9443 BABB, CHRIS LIC#: 5GS6 IFSP (N/C)
- GBATT GREEN BATTERY
- 9443 BABB, CHRIS LIC#: 5GS6 IFSP (N/C)
- GBK BRAKE LINING OVER 5MM DISC OR 2MM DRUM
- 9443 BABB, CHRIS LIC#: 5GS6 IFSP (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

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CUSTOMER #

[REDACTED]



446 JERICHO TRPK
ST. JAMES, NY 11780
SERVICE (800) 252-2525
FAX (831) 252-2545
www.FordofSmithtown.com

INVOICE

DUPLICATE 1
PAGE 1

SELDON
HOME
BUS:

SERVICE ADVISOR: 405 JAMES BARBARY

COLOR	YEAR	MAKE	MODEL	VIN	LICENSE	MILEAGE IN/OUT	TYPE
	15	FORD	EXPLORER	1FMSK8SHXGC		10398/10401	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV.
01JAN17 DD			17:00	01FEB17		CASH	15FEB17
R.O. OPENED	READY	OPTIONS: DLR:13D098 ENG:2.3 Liter_TIVCT					

07:26 01FEB17 13:53 15FEB17

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A D / CUSTOMER STATES THE RADIO SCREEN WILL GO BLACK AT TIMES /
BLUETOOTH CUTS OUT *Camera into service*

CAUSE:

18805B AUDIO UNIT - REPLACE
(18806/18C915/18C869/18K931) - L
9443 BABB, CHRIS LIC#: 5GS6
WF (N/C)

12651D45 BODY/CHASSIS/ELECTRICAL - DIAGNOSTIC PIN
POINT TEST - L
9443 BABB, CHRIS LIC#: 5GS6
WF (N/C)

FC: a07 42
PART#: 18c869
COUNT:
CLAIM TYPE:
AUTH CODE:
9443



PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
10398 ACM VERIFIED CUSTOMER CONCERN FOLLOWED PINPOINT TEST # F1
YES F2 NO F3 YES REMOVED REPAIRED AND PROGRAMMED ECM USING PML TESTED
OPERATION CONCERN CORRECTED

B PERFORM MULTIPOINT INSPECTION FILL ATW QUALITY CARE REPORT CARD

99P PERFORM MULTIPOINT INSPECTION FILL ATW

QUALITY CARE REPORT CARD

9443 BABB, CHRIS LIC#: 5GS6
IFSP (N/C)

GTIRE TIRE TREAD 7/32 OR BETTER

9443 BABB, CHRIS LIC#: 5GS6
IFSP (N/C)

GBATT GREEN BATTERY

9443 BABB, CHRIS LIC#: 5GS6
IFSP (N/C)

GBK BRAKE LINING OVER 5MM DISC OR 2MM DRUM

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS OIL LUBE	
SUBLET AMOUNT	
MISC CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Customer Signature Acknowledges Receipt of Copy

NY'S MAILING REG. NO. 2710425

CUSTOMER COPY

1000 Ford Ave. Service Advisor's Office



CUSTOMER #:

INVOICE

440 JENKINS TPKE
ST. JAMES, NY 11750
SERVICE (831) 266-2688
FAX (831) 266-2648
www.FordofSmithtown.com

PAGE 1

SELDEN NY
HOME:
BUS:

CONT
CELL

SERVICE ADVISOR: 405 JAMES BARBARI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	16	FORD EXPLORER	1FMSK8BHXXG		10689/10691	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN17 DE			17:05 28FEB17			CASH 28FEB17
R.G. OPENED	READY	OPTIONS:	DLR			

07:48 28FEB17	14:20 28FEB17	LIST	NET	TOTAL
LINE OPCODE	TECH TYPE	HOURS		

A CUSTOMER STATES THERE IS AN EXHAUST SMELL COMING INTO THE VEHICLE FROM A/C OR HEAT

CAUSE:
D D

7440 FENNING, DOUG LIC#: KS21

(N/C)

PC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
7440

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

10689 EXHAUST SMELL, CK VEHICLE FORD OIL PRESSURE SENDING UNIT LEAKING RR AND RESEAL THERADS AS PER FSM

B PERFORM MULTIPPOINT INSPECTION FINE ATW QUALITY CARE REPORT CARD

99P PERFORM MULTIPPOINT INSPECTION FILL ATW QUALITY CARE REPORT CARD

7440 FENNING, DOUG LIC#: KS21
IFSP

(N/C)

GTIRE TIRE TREAD 7/32 OR BETTER
7440 FENNING, DOUG LIC#: KS21
IFSP

(N/C)

GBATT GREEN BATTERY
7440 FENNING, DOUG LIC#: KS21
IFSP

(N/C)

GBK BRAKE LINING OVER 5MM DISC OR 2MM DRUM
7440 FENNING, DOUG LIC#: KS21
IFSP

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Customer Signature: Acknowledges Receipt of Copy

NY5 * M/V-R/S REG. NO.# 7104266

CUSTOMER COPY



440 JERICHO TPKE
ST. JAMES, NY 11780
SERVICE (831) 265-2662
FAX (831) 266-3248
www.FordofSmithtown.com

CUSTOMER #:

INVOICE

PAGE 1

SELLER: NY
HOME: [REDACTED]
BUS: [REDACTED]

SERVICE ADVISOR: 405 JAMES BARBARI

COLOR	YEAR	CELL#	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG #
	16		FORD EXPLORER	1FMSK8BHXC		10762/10762	[REDACTED]
DEL. DATE	PRGD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN17 DE						CASH	06MAR17
R.O. OPENED	READY	OPTIONS:	DLR				

09:21 06MAR17 11:51 06MAR17

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THERE IS AN EXHAUST SMELL IN THE VEHICLE WHEN DRIVING

D D 8069 ZELANZY, CHRIS LIC#: 112B (N/C) 0.00

IFSP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

10762 ROAD TEST NO CONCERNS FOUND. CK EXHAUST. NO LEAKS FOUND. CK FOR LEAKS NO LEAKS FOUND. CK OASIS. NO MESSAGES.

B D / CUSTOMER STATES THE SYNC SCREEN WAS BLANK AFTER START UP / CAUSE:

D D 8069 ZELANZY, CHRIS LIC#: 112B (N/C)

WP

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

8069

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

10762 COULD NOT DUPLICATE CONCERN. CK OASIS. PERFORM SELF TEST HAS U3000 IN ACM CLEARED AND RESET. NO CONCERNS FOUND.

C PERFORM MULTIPOINT INSPECTION FILL ATW QUALITY CARE REPORT CARD

99P PERFORM MULTIPOINT INSPECTION FILL ATW QUALITY CARE REPORT CARD

8069 ZELANZY, CHRIS LIC#: 112B (N/C)

IFSP

GTIRE TIRE TREAD 7/32 OR BETTER

8069 ZELANZY, CHRIS LIC#: 112B (N/C)

IFSP

GBATT GREEN BATTERY

8069 ZELANZY, CHRIS LIC#: 112B (N/C)

IFSP

GBX BRAKE LINING OVER 5MM DISC OR 2MM DRUM

8069 ZELANZY, CHRIS LIC#: 112B (N/C)

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DESCRIPTION	TOTALS	PAID
LABOR AMOUNT		
PARTS AMOUNT		
GAS, OIL, LUBE		
SUBLET AMOUNT		
MSC. CHARGES		
TOTAL CHARGES		
LESS INSURANCE		
SALES TAX		
PLEASE PAY THIS AMOUNT		

K _____ Customer Signature: Acknowledges Receipt of Copy

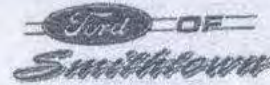
NY'S * VIN-RIS REG. NO. 7164266

CUSTOMER COPY

CUSTOMER #

SELLEN, NY
HOME
BUS

INVOICE
DUPLICATE 1
PAGE 1



440 JERICHO TPKE
ST. JAMES, NY 11780
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FAX (631) 266-2848
www.FordofSmithtown.com

SERVICE ADVISOR: 405 JAMES BARBART

CLERK	TECH	SALES	FIN	VIN	LICENSE	MILEAGE IN / OLT	TAG
				1FMSK8BHXC		10915/10915	
DEL DATE	PKCO, DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN17 DT			WAIT 17MAR17				
R.O. OPENED	READY		OPTIONS: DLI				21MAR17

09:05	17MAR17	11:17	24MAR17	LIST	NET	TOTAL
LINE OPCODE TECH TYPE HOURS						

A CUSTOMER STATES THE PHONE WAS SYNCING WITH THE VEHICLE CAR RUNNING OR NOT LEFT SIDE OF THE SCREEN IS FROZEN AND BACKUP CAMERA IS INOP

CAUSE:

D D

8069 ZELANZY, CHRIS LIC#: 112B

(N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

8069

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

10915 CK MY TOUCH . PERFORM SELF-DIAGNOSTIC ALL MODULES HAS CODE IN ACM
U3000 CK HISTORY ACM . PERFORM SELF-DIAGNOSTIC ALL MODULES HAS CODE IN ACM
REPORT . WAS TOLD "CM IS NOT LIKELY TO BE CONCERN . PERFORM
HOTLINE SUGGESTIONS . PERFORM "SELF TEST" . PASSED CK FOR SURPORTED
DEVICES . PHONE NOT SURPORTED CK WITH KNOWN GOOD DEVICE WORKING . NO
FURTHER ACTION OR REPAIR ATTEMPTS BE MADE AT THIS TIME .

B PERFORM MULTIPPOINT INSPECTION ALL ATW QUALITY CARE REPORT CARD
99P PERFORM MULTIPPOINT INSPECTION ALL ATW
QUALITY CARE REPORT CARD

8069 ZELANZY, CHRIS LIC#: 112B

(N/C)

GTIRE TIRE TREAD 7/32 OR BETTER

8069 ZELANZY, CHRIS LIC#: 112B

(N/C)

GBATT GREEN BATTERY

8069 ZELANZY, CHRIS LIC#: 112B

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

10915 MULTI

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DESCRIPTION	AMOUNT
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MSC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Customer Signature: Acknowledges Receipt of Copy

NYS * M/V-R/S REG. NO. # 7106

NEW YORK SERVICE INVOICE # 22 2012C

CUSTOMER COPY



440 JERICHO TRKE
ST. JAMES, NY 11780
SERVICE (631) 255-2668
FAX (631) 255-3248
www.FordofSmithtown.com

CUSTOMER #: [REDACTED]

INVOICE

PAGE 1

SELDEN, NY [REDACTED]
HOME [REDACTED]
BUS: [REDACTED]

SERVICE ADVISOR: 405 JAMES BARBART

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	16	FORD EXPLORER	1FM5K6BHXC		11098/11098	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN17 DD						CASH 07APR17
R.O. OPENED	READY	OPTIONS	DLR			

08:53 07APR17 11:44 07APR17

LINE OPCODE TECH TYPE HOURS

A CUSTOMER STATES THERE IS A BURNING SMELL LIKE EXHAUST IN THE CAR

D Cabin filter

LIST	NET	TOTAL
8533 CP	38.99	38.99
1 FP*68* FILTER - ODOUR AND PARTICLES	19.00	19.00
PARTS: 19.00 LABOR: 38.99 OTHER: 0.00	TOTAL LINE A:	57.99
11098 NO PROBLEM FOUND		

B D / CUSTOMER STATES THE L/R DOOR HAS WATER LEAKING INTO IT /
D D

8533 IFSP					(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00	TOTAL LINE B:				0.00
11098 NO PROBLEM FOUND					

C PERFORM MULTIPOINT INSPECTION WITH ATW QUALITY CARE REPORT CARD
99P PERFORM MULTIPOINT INSPECTION WITH ATW QUALITY CARE REPORT CARD

8533 IFSP					(N/C)
GTIRE TIRE TREAD 7/32 OR BETTER					(N/C)
8533 IFSP					(N/C)
GBK BRAKE LINING OVER 5MM DISC OVER 2MM DRUM					(N/C)
8533 IFSP					(N/C)
GBATT GREEN BATTERY					(N/C)
8533 IFSP					(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00	TOTAL LINE C:				0.00

D** PERFORMED THE WORKS, OIL&FILTER CHANGE, TIRE ROTATION, INSPECTED T
WORKS PERFORMED THE WORKS, OIL&FILTER CHANGE,
TIRE ROTATION, INSPECTED T

8533 CFD				17.50	17.50
1 FL*500*SB12 FILTER ASY - OIL	8.59	7.82	7.82		
5 XO*5W30*5Q3SP OIL - ENGINE	4.65	4.18	20.90		
1 XO*5W30*QSP MOTORCRAFT SAE 5W-30 API GF-5	4.77	4.29	4.29		
ARTS: 33.01 LABOR: 17.50 OTHER: 0.00	TOTAL LINE D:				50.51

11098 COMPLETED WORKS

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fitness for a particular purpose and FORD OF SMITHTOWN neither assumes nor authorizes any
other person to assume for it any liability in connection with the sale of the product. This disclaimer
FORD OF SMITHTOWN in no way affects the terms of the manufacturer's warranty. All repairs
made on certified check or approved credit card. A charge based on mechanic's time and parts will be
made for diagnostic service if the vehicle is returned without item(s) being repaired. These repairs
covered by a limited warranty, labor and parts 12 months or 12,000 miles, whichever comes
first. Seller hereby limits implied warranties to the same period.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Customer Signature: Acknowledges Receipt of Copy

NYS * MV-R/S REG. NO. # 7104285

CUSTOMER #

DATE

SERVICE ADVISOR

NAME

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL

DOB DATE

POP DATE

WORK DATE

TIME

OFFENSE

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CUSTOMER #



440 JENICO TPKE
ST. JAMES, NY 11780
SERVICE (831) 288-2698
FAX (831) 288-2245
www.FordOfSmithtown.com

INVOICE

PAGE 1

SERVICE ADVISOR: 405 JAMES BARBARI

COLOR	YEAR	MODEL	VIN	LICENSE	MI LEASE IN / OUT	PG
White	16	FORD EXPLORER	1FMSK8BHXXG		11465/11465	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO N	RATE	PAYMENT
01JAN17 DE			17:00 02JUN17			
R.G. OPENED	READY	OPTIONS				15JUN17
07:37	02JUN17	12:12	15JUN17			

LINE ORCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THERE IS AN EXHAUST TYPE SMELL FROM THE AIR VENTS A/C ON AND IT IS HOT OUT

CAUSE:

D. CUSTOMER STATES THERE IS AN EXHAUST TYPE SMELL FROM THE AIR VENTS A/C ON AND IT IS HOT OUT 8069 ZELANZY, CHRIS LIC#: 112B

- WF
- 1 BB5Z*61280B62*B GRILLE ASY - VENT AIR OUTER (N/C)
- 4 *W706092*S300 RIVET - BLIND (N/C)
- 1 TA*2*B ADHESIVE (N/C)
- 1 FB5Z*78442K03*B KIT REAR SPOILER REPAIR (N/C)
- 3 4MBZ*54280B62*VA VALVE ASY - AUTO DRAIN (N/C)
- 1 4LBZ*18203A16*AA INSULATOR - DOOR OUTER PANEL (N/C)
- 1 NA1837X COROPLAST TAPE (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

8069

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

11465 ROAD TEST VERIFIED CONCERN, CK OASIS. PERFORM TSB#17-0044. CK ALL GROMMETS FOUND SOME GROMMETS LOOSE AND MISSING. REMOVED REAR BUMPER RESEAL ALL BODY SEAMS. RESEALED BRAKE LIGHT CONNECTORS. RESEAL WHEEL WELL SEAMS. CK HARNES THROUGH BODY. INSTALL ROTUNDA COROPLAST ELECTRICAL HARNESS TAPE TO WIRING HARNESS. PERFORM AIR LEAK TEST. RESEALED AND REPLACED AIR EXTRACTOR VENT. REINSTALL REAR BUMPER. REMOVED REAR SPOILER AND CK SEALING. RESEAL. REPROGRAM HVAC. /FCIM AS PER TSE.

B [99P] Multi-Point Inspection

99P*[99P] Multi-Point Inspection

8069 ZELANZY, CHRIS LIC#: 112B

IFSP

GBATT GREEN BATTERY

8069 ZELANZY, CHRIS LIC#: 112B

All warranties on this product are the manufacturer's. FORD OF SMITHTOWN hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and FORD OF SMITHTOWN neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the product. This disclaimer by FORD OF SMITHTOWN in no way affects the terms of the manufacturer's warranty. All repairs cash, certified check or approved credit card. A charge based on mechanic's time and parts will be made for diagnostic service if the vehicle is returned without (smis) being repaired. These repairs are covered by a limited warranty, labor and parts 12 months or 12,000 miles, whichever comes first. Seller hereby limits implied warranties to the same period.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

X Customer Signature: Acknowledges Receipt of Copy

NYS * MV & S REG. 10/1/10

CUSTOMER COPY





KIMMEL & SILVERMAN P.C.

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

- * Member, PA Bar
- * Member, NJ Bar
- * Member, DE Bar
- * Member, NY Bar
- * Member, MA Bar
- * Member, MD Bar
- * Member, OH Bar
- * Member, NH Bar
- * Member, CT Bar
- * Member, TN Bar
- * Member, WV Bar
- * Member, DC Bar
- * Member, CA Bar
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- JACQUELINE C. HERRITT
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F (215) 540-8817

- WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1007, F (412) 566-1005
 - NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
 - DELAWARE OFFICE, 401 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
 - CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danvers, CT 06239, P (860) 866-4380, F (860) 263-0919
 - NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515
 - BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1680
- PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

June 26, 2017

Ms. Kristen Zendler
Ford Consumer Affairs
Fax- (313) 845-5668

OGC Lit
Consumer Claims

Re: [REDACTED]
2014 Ford Explorer
VIN: 1FMSK8F82EG [REDACTED]

JUN 28 2017

Dear Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2014 Ford Explorer. I am enclosing the contract, title, and repair slips. As you can see, my client has returned to the dealership for problems with the vehicle.

Please let me know if Ford Motor Company is interested in attempting an early resolution in this matter. I will refrain from filing suit in this matter for 30 days while you evaluate my client's claim. If I do not hear from you within the next 30 days, suit will be prepared and filed.

I look forward to hearing from you.

Very truly yours,

Jacqueline C. Herritt

JCH/as
Attachments